

Exhibit A to Lamb Declaration
Deposition Transcript of Amir Shamirza and
Komir, Inc. with Exhibits 6-8 and 15

Deposition Transcript

Case Number: 19-30088 (DM)

Date: October 12, 2023

In the matter of:

IN RE: PG&E CORP and PACIFIC GAS AND ELECTRIC COMPANY

AMIR SHAHMIRZA - 30(b)(6) AND
INDIVIDUAL CAPACITY

**CERTIFIED
COPY**

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1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION
4 BANKRUPTCY CASE NO: 19-30088 (DM)
5 CHAPTER 11

6 IN RE:

7 PG&E CORPORATION,

8 - AND -

9 PACIFIC GAS AND ELECTRIC COMPANY,

10 _____/

11 DEPOSITION OF AMIR SHAHMIRZA KOMIR, INC.
12 TAKEN ON BEHALF OF THE DEBTORS/REORGANIZED DEBTORS
13 OCTOBER 12, 2023 10:00 A.M. TO 1:39 P.M.

14 ALL PARTIES APPEARED REMOTELY

15
16 "PORTIONS OF THIS TRANSCRIPT HAVE BEEN DECLARED
17 CONFIDENTIAL AND ARE SEALED UNDER SEPARATE COVER"

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23
24 REPORTED BY: CHYNNA BARBOSA, COURT REPORTER
25 NOTARY PUBLIC, STATE OF FLORIDA

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1 DEPOSITION OF AMIR SHAHMIRZA

2 OCTOBER 12, 2023

3 THE COURT REPORTER: The parties and their
4 counsel further agree that while I am a
5 licensed notary, the parties may be in a state
6 where I am not licensed. The parties stipulate
7 that this deposition may be taken before me.
8 If any party does have an objection to this
9 manner of reporting or anything stated above,
10 please state so now.

11 MR. JACOBSON: I didn't follow that. You
12 are licensed in California or not?

13 THE COURT REPORTER: I am a Florida
14 notary/court reporter.

15 MR. JACOBSON: Okay.

16 THE COURT REPORTER: Are you willing to
17 proceed with me reporting the deposition
18 remotely?

19 MR. JACOBSON: Yes, thank you.

20 THE COURT REPORTER: Thank you. All
21 right. May I have Counsels' appearances for
22 the record, please?

23 MR. LAMB: My name is Steve Lamb for PG&E,
24 the Debtor.

25 MR. JACOBSON: Lawrence Jacobson for

1 Komir, Inc., and Amir Shahmirza, the witnesses
2 today.

3 THE COURT REPORTER: Thank you. And Sir,
4 would you please raise your right hand and
5 state your name for the record?

6 THE WITNESS: Amir Shahmirza.

7 THE COURT REPORTER: Do you solemnly swear
8 or affirm the testimony that you will give in
9 this case will be the truth, the whole truth,
10 and nothing but the truth?

11 THE WITNESS: I do.

12 THE COURT REPORTER: Thank you. Counsel,
13 you may proceed.

14 Thereupon:

15 AMIR SHAHMIRZA
16 was called as a witness, and after having been first
17 duly sworn, testified as follows:

18 DIRECT EXAMINATION

19 BY MR. LAMB:

20 Q. Thank you. Mr. Shahmirza, you've been
21 provided with Exhibits 1 and 2, which are the
22 deposition notices for you, individually, and for
23 Komir as a corporate entity. Have you seen those,
24 sir?

25 A. Yes.

1 (Thereupon, Debtor's/Reorganized Debtor's
2 Exhibits 1 and 2, Deposition notices, were
3 entered into the record.)

4 BY MR. LAMB:

5 Q. And you understand that you are testifying
6 both in your individual capacity and in your -- and
7 in the capacity as the company, Komir, Inc.?

8 A. Yes.

9 Q. And you understand that you're testifying
10 under penalty of perjury today, sir?

11 A. Yes.

12 Q. And you have been provided with some
13 discovery responses recently that are also under
14 penalty of perjury. Correct?

15 A. Yes.

16 Q. Is there any reason today that you can
17 foresee that you are not going to be able to go
18 forward today?

19 A. No.

20 Q. Any type of medical condition or
21 medication that you're taking that might impact your
22 ability to testify truthfully or accurately?

23 A. No.

24 Q. Thank you, sir. If at any time you want
25 to take a break, just let me know and we'll do that.

1 This is, you know, not a marathon session by any
2 stretch of the imagination, and we want to make sure
3 that you're comfortable. Also, if you can't see
4 anything, I believe that Mr. Jacobson, your Counsel,
5 has been provided with copies so you should be able
6 to see everything, but if you have any difficulty,
7 let me know, please. Okay?

8 A. Will do, thank you.

9 MR. JACOBSON: To facilitate this
10 deposition, Counsel, I did make copies of all
11 of the exhibits that you sent to me yesterday,
12 a copy for me and a copy for the witness so we
13 have those at hand.

14 MR. LAMB: Thank you.

15 BY MR. LAMB:

16 Q. Sir, Komir Inc., is that owned solely by
17 you?

18 A. Currently, yes.

19 Q. I'm sorry, I didn't hear that.

20 A. Yes.

21 Q. Okay. So there are no other owners for
22 Komir Inc.?

23 A. Yes. No other owners.

24 Q. When was Komir, Inc. formed, sir?

25 A. In approximately year 2000.

1 Q. And what was the purpose that Komir was
2 formed for, Sir?

3 A. Komir was formed for development purposes,
4 for real estate development purpose.

5 Q. Any other reasons?

6 A. No other reasons.

7 Q. And the property that is at issue today,
8 you understand that that's located at approximately
9 800 Walnut Street in San Bruno. Correct?

10 A. Yes.

11 Q. Okay. Is any other property owned by
12 Komir?

13 A. No.

14 Q. And would it be okay to refer to that as
15 the Komir property?

16 A. Yes.

17 Q. Okay. Are there any other assets that are
18 owned by Komir other than the Komir property?

19 MR. JACOBSON: Object. Financial privacy.

20 THE WITNESS: Should I go ahead and
21 answer?

22 MR. LAMB: You can answer unless you're
23 instructed not to answer.

24 MR. JACOBSON: I instruct him not to
25 answer, unless you can explain why the

1 financial condition of Komir, Inc., relates to
2 the issue of whether PG&E has a prescriptive
3 easement or any prescriptive easement rights on
4 this property.

5 BY MR. LAMB:

6 Q. Are there any other projects that are in
7 development for Komir, Inc., other than Komir
8 property?

9 A. No.

10 Q. When Komir, Inc., was formed in 2000,
11 between then and now, had there been any other
12 projects in development other than the Komir
13 property?

14 A. No.

15 Q. Who is Shaheen, S-H-A-H-E-E-N, Shahmirza?

16 A. My son.

17 Q. And what role, if any, does he have in
18 relation to Komir property?

19 A. He just helped me out from time to time.

20 Q. Doing what?

21 A. He paid leases and dealing with tenants,
22 issues like that.

23 Q. Is your son a real estate agent?

24 A. Yes.

25 Q. Is he a broker?

1 A. Yes.

2 Q. What's the name of his company if he has a
3 company?

4 A. Shah Realty.

5 Q. Say that again, sir.

6 A. Shah Realty.

7 Q. S-H-A-H?

8 A. Yes.

9 Q. And where is that located, sir?

10 A. In San Mateo.

11 Q. Okay. And my understanding is that you
12 are a civil engineer. Right, sir?

13 A. Yes.

14 Q. When did you become a civil engineer?

15 A. I got my license in 1987.

16 MR. JACOBSON: Counsel, I see that Ms.
17 Guevara has connected. Could we have her
18 appearance for the record?

19 MR. LAMB: I already stated who she was.

20 MR. JACOBSON: Would she announce her
21 appearance?

22 MS. GUEVARA: Yes, I can announce my
23 appearance. This is Delia Guevara; I am with
24 Pacific Gas and Electric Company.

25 MR. JACOBSON: You are counsel?

1 MS. GUEVARA: I am in-house counsel for
2 PG&E. I am -- the company is represented by
3 Mr. Lamb in this matter.

4 MR. JACOBSON: Thank you.

5 MR. LAMB: As I explained Counsel, Ms.
6 Guevara may come in or out at some time during
7 the course of it. She's been provided the link
8 from the Court Reporter.

9 MR. JACOBSON: I just wanted her
10 appearance on the record, Counsel.

11 MR. LAMB: Sure.

12 BY MR. LAMB:

13 Q. Are you a licensed civil engineer?

14 A. Yes.

15 Q. When did you obtain your license?

16 A. 1987.

17 Q. And do you have your license under a
18 particular company?

19 A. ASI Consulting Engineers.

20 Q. Does ASI stand for anything in particular?

21 A. No. It is a, A is the first name -- is
22 the first letter of my first name, and S is the
23 first letter of my last name.

24 Q. Does anyone else work for ASI Consulting?

25 A. From time to time, yes.

1 Q. Okay. Currently?

2 A. Yes.

3 Q. Who?

4 A. Giovanni Del Moral.

5 Q. Can you spell that, sir?

6 A. D-E-L M-O-R-A-L.

7 Q. And what -- I'm sorry?

8 A. Shaheen Shahmirza.

9 Q. Anybody else?

10 A. This is it.

11 Q. And what is the position with the other

12 individual with ASI? What do they do?

13 A. They just help me out for accounting and

14 billing.

15 Q. Are you the only engineer at ASI?

16 A. Yes.

17 Q. Does ASI consulting do any other work

18 other than for Komir?

19 A. Yes.

20 Q. What other work does it do in a general

21 way?

22 A. Engineering work. Civil engineering work.

23 Q. What types of projects?

24 A. Mostly buildings.

25 Q. You are not an architect. Are you, sir?

1 A. I do not have a license as an architect.

2 Q. And is it your position as a civil
3 engineer that you design these particular buildings?

4 A. Yes.

5 Q. Are these commercial buildings?

6 A. Yes.

7 Q. And these are for other companies?

8 A. Yes.

9 Q. How many commercial buildings have you
10 designed?

11 A. A lot.

12 Q. More than 10?

13 A. Yes.

14 Q. More than 100?

15 A. Maybe not.

16 Q. So somewhere between 10 and 100?

17 A. Yes.

18 Q. Okay. And these commercial buildings --
19 of those commercial buildings, how many of those
20 were office space buildings?

21 A. I don't know the exact number, but a lot
22 of them.

23 Q. Can you approximate?

24 A. I don't have the number, approximately.

25 Q. More than 10?

1 A. Most likely.

2 Q. More than 20?

3 A. I don't know. I'm not going to get into
4 this number business.

5 Q. When you have been in the process of
6 designing commercial buildings for office space
7 prior to those being built, was there a requirement
8 that the city or county approve the plans?

9 A. Of course.

10 Q. And were those plans also done in
11 conjunction with an architect?

12 A. No.

13 Q. In relation to the Komir property, you've
14 -- and we'll talk about this in more detail, you've
15 prepared what you've referred to as plans for
16 buildings. Correct?

17 A. Yes.

18 Q. When did you first start developing and
19 drawing plans for buildings?

20 A. It was back maybe five, six years ago,
21 seven years ago, approximately.

22 Q. Have you produced all the plans that you
23 have developed and designed for the buildings that
24 relate to Komir property?

25 A. Yes.

1 Q. When you purchased Komir property in 2000,
2 you purchased it from the Hildebrands. Right?

3 A. Yes.

4 Q. And how did you find and locate that
5 property?

6 A. I had a partner, he was a commercial real
7 estate broker, and he's the one who found the
8 property.

9 Q. Who is that?

10 A. John Kokos.

11 Q. Can you spell that?

12 A. John, K-O-K-O-S, John Kokos.

13 Q. Have you purchased other property other
14 than the Komir property?

15 MR. JACOBSON: Object. Vague. Without
16 Foundation.

17 THE WITNESS: Did who do what? I
18 personally have Komir, that's the only
19 property. I have -- I have purchased a lot of
20 property for development myself, but as the
21 entity Komir, Komir lot is the only property
22 under the Komir, but me as an individual, I
23 have purchased many, many, properties for
24 development.

25 BY MR. LAMB:

1 Q. Okay. And when you purchased those
2 properties, did you purchase them as single purchase
3 entities? Like the Komir property is a -- Komir
4 Inc., is a single property, single property entity
5 for your purchase of Komir property. Right?

6 A. Yes.

7 Q. And when you buy those properties
8 individually, do you -- are these all single purpose
9 entities?

10 A. Yes.

11 Q. How many have you purchased individually?

12 A. I don't have a number.

13 Q. More than 10?

14 A. Yes.

15 Q. More than 20?

16 A. Yes.

17 Q. More than 30?

18 A. Probably not.

19 Q. Did you negotiate with the Hildebrands for
20 the purchase of the Komir property?

21 A. I did not.

22 Q. Was it offered for sale by the
23 Hildebrands?

24 A. I do not remember. I was not involved in
25 that. My partner came up with this deal.

1 Q. Okay. When you say your partner, John
2 Kokos, was he a partner of Komir, Inc?

3 A. Yes. He was a shareholder.

4 Q. And he is no longer a shareholder?

5 A. That's correct.

6 Q. When did he stop being a shareholder?

7 A. Many years ago, maybe 10 years ago or
8 more.

9 Q. And was Mr. Kokos involved in negotiating
10 for the purchase of the Komir property?

11 A. Yes.

12 Q. And where is he located now, Mr. Kokos?

13 A. He's deceased.

14 Q. I'm sorry. You said he's deceased?

15 A. Yes.

16 Q. When did he pass away?

17 A. 2015, I believe.

18 Q. Did you have any conversations with the
19 Hildebrands about the purchase of the Komir property
20 before the purchase of the Komir property?

21 A. I did not.

22 Q. Did Mr. Kokos tell you whether or not he
23 had any discussions with the Hildebrands about
24 negotiating for the Komir property before Komir,
25 Inc., purchased the property?

1 A. I have no recollection.

2 Q. For what purpose did you purchase the
3 Komir property?

4 MR. JACOBSON: Object. Vague. I assume
5 when you're using in your line of questions,
6 you're referring to Komir, Inc.

7 MR. LAMB: Well, it doesn't matter whether
8 he bought -- he bought it -- he's a single
9 purpose entity, so whether it's Komir, Inc., or
10 him.

11 BY MR. LAMB:

12 Q. Why did you buy the property?

13 A. We bought the property for development
14 purposes.

15 Q. In what manner?

16 A. I'm sorry, what?

17 Q. For what purpose? To develop in what way?

18 A. We were exploring for any -- any other
19 possible way, you know, that's -- we were not very
20 specific, but the purpose was for -- to the
21 development.

22 Q. Did you view the property before you
23 purchased the property in 2000?

24 A. Yes.

25 Q. When you viewed the property in 2000, did

1 you see the overhead transmission lines that were
2 over the Komir property?

3 A. Yes.

4 Q. Did Mr. Hildebrand or Mrs. Hildebrand tell
5 you anything about the overhead transmission lines
6 that were over the Komir property?

7 A. I had no conversation with them.

8 Q. Before you purchased the Komir property,
9 did you perform or have a title search performed?

10 A. I have no recollection. We did not -- I
11 did not.

12 Q. Okay. When you purchased the Komir
13 property, you saw the deed from the Hildebrands.
14 Right?

15 A. Yes.

16 Q. Okay. And the deed from the Hildebrands
17 did not include any reference to an easement for
18 overhead transmission lines. Correct?

19 A. Correct.

20 Q. And you were aware of that. Right?

21 A. Yes.

22 Q. How long before you purchased the Komir
23 property were the overhead transmission lines over
24 the Komir property?

25 A. I'm sorry, what's the question?

1 Q. You purchased the Komir property in 2000.
2 Right?

3 A. Yes.

4 Q. Okay. How long prior to the purchase of
5 the Komir property were the overhead transmission
6 lines over the Komir property?

7 A. I did not know.

8 Q. In 2018, you became aware that there was
9 some work being done on the towers that relate to
10 the Komir property. Right?

11 A. Yes.

12 Q. Okay. And those towers are not physically
13 on the Komir property. Right?

14 A. Correct.

15 Q. Was that in 2018, sir?

16 A. Yes.

17 Q. And would it be correct that prior to
18 2018, you never said anything in writing to PG&E
19 objecting to the existence of the overhead
20 transmission lines over the Komir property. Is that
21 correct, sir?

22 A. Can you repeat the question, please?

23 Q. Sure. Would it be correct that prior to
24 2018 when the towers removed, prior to that you
25 didn't do anything, you didn't send PG&E anything in

1 writing objecting to the existence of the overhead
2 transmission lines?

3 A. No. I consented to those power line to be
4 there.

5 Q. Okay.

6 A. I had no problem with that.

7 Q. My question is, prior to 2018, you never
8 sent anything in writing to Mr. Shahmirza -- to PG&E
9 objecting to the existence of the overhead
10 transmission lines. Correct?

11 A. Like what I said, it was with my consent,
12 I had no objection to that prior to that.

13 Q. Sir, that's not my question. My question
14 is, prior to 2018, is it true that you provided no
15 written objection to PG&E as to the existence of the
16 overhead transmission lines?

17 MR. JACOBSON: Object. It's asked and
18 answered. It is a harassing question at this
19 point.

20 MR. LAMB: It's a yes or no question.

21 MR. JACOBSON: Every question does not
22 have to be answered with yes or no, that's
23 absolutely incorrect. He answered with a full
24 explanation.

25 BY MR. LAMB:

1 Q. Okay. Mr. Shahmirza, prior to 2018, is it
2 true that you did not object in writing to the
3 existence of the overhead transmission lines?

4 MR. JACOBSON: Object. Asked and
5 answered. Harassment.

6 THE WITNESS: Like I said, it was with my
7 consent therefore I did not object to PG&E in
8 writing or any other way.

9 BY MR. LAMB:

10 Q. So prior to 2018, you didn't object in
11 writing or in any other way to PG&E correct, to the
12 existence of the overhead transmission lines?

13 A. I had consented for the lines to be there;
14 therefore, I did not object it in writing or any
15 other way to PG&E.

16 Q. Okay. You didn't consent in writing
17 either. Did you?

18 A. Not at that time.

19 Q. Okay. So prior to 2018, you didn't
20 consent to the existence of the overhead
21 transmission lines and you didn't object to the
22 overhead transmission lines in writing or otherwise.
23 Correct?

24 MR. JACOBSON: I'm sorry. Wait, wait.
25 It's compounded and argumentative. It's an

1 objectionable question and it assumes facts not
2 in evidence. And it contradicts his testimony.
3 Ask him a single --

4 BY MR. LAMB:

5 Q. Prior to 2018 -- prior to 2018, you did
6 not consent in writing to the existence of the
7 transmission -- the overhead transmission lines to
8 PG&E. Correct?

9 A. So the lines being there was with -- with
10 my consent, I had no objection.

11 Q. Sir, prior to 2018, you did not consent in
12 writing to the existence of the overhead
13 transmission lines to PG&E. Correct?

14 A. Well, like I said, the lines -- in my
15 opinion, you know, there was -- the lines were there
16 and it was with my consent, I had no objection to
17 that.

18 Q. Mr. Shahmirza, prior to 2018, you did not
19 consent in writing to the existence of the overhead
20 transmission lines to PG&E. Correct?

21 A. I did not object to that for the lines to
22 be there. It was not hurting me, it was -- it was
23 with my consent that the lines to be there.

24 Q. Okay. You did not provide PG&E with any
25 written consent as to the existence of the overhead

1 transmission lines prior to 2018. Correct?

2 MR. JACOBSON: His question isn't clear,
3 but I think he's asking if you sent a piece of
4 paper to them.

5 THE WITNESS: I did not send a piece of
6 paper.

7 BY MR. LAMB:

8 Q. And you didn't send a piece of paper to
9 PG&E prior to 2018 objecting to the existence of the
10 overhead transmission lines. Correct?

11 A. Not at all. Right. Right.

12 Q. Okay. The towers have never been on Komir
13 property. Right?

14 A. Correct.

15 Q. In 2018, the towers were moved north from
16 their position. Correct?

17 A. Yes.

18 Q. Okay. And when the towers were moved
19 north from their position, they did not wind up on
20 the Komir property. Right?

21 A. The towers did not wind up in Komir's
22 property, they got close to the property, closer to
23 the property line between the Komir and PG&E but
24 they did not encroach -- the tower itself did not
25 encroach into the Komir's property.

1 Q. And when those towers were moved north,
2 they were in the same alignment as the transmission
3 lines. Correct?

4 MR. JACOBSON: Object. Is vague and
5 incomprehensible.

6 THE WITNESS: That's correct, they're not
7 in the same alignment. When they moved the
8 towers to the north, the crossing wires
9 position also changed.

10 BY MR. LAMB:

11 Q. Okay. Did you ever measure the height of
12 the towers?

13 A. I did not.

14 Q. Did you ever measure the height of the
15 transmission lines?

16 A. I did not measure, but the construction
17 folks --

18 MR. JACOBSON: You just answer the
19 questions he puts to you.

20 THE WITNESS: Okay.

21 MR. JACOBSON: He makes those choices.

22 THE WITNESS: Okay. Can you please repeat
23 the question?

24 BY MR. LAMB:

25 Q. Okay. You never measured the height of

1 the transmission lines. Correct?

2 A. Correct.

3 Q. Okay. And you didn't measure the height
4 of the transmission lines before or after the towers
5 were moved in 2018. Correct?

6 A. Correct.

7 Q. Since 2000, what has been the use that has
8 been used for the Komir property? What did you do
9 with the property in 2000?

10 A. Bought the -- it's been rented to people
11 for parking purpose.

12 Q. Okay. When you bought the property in
13 2000, was there any use being used of the property
14 that you're aware of?

15 A. Yeah, it was pretty much the same. Pretty
16 much the -- we had some tenants there and they had
17 some cars and trucks that they were renting to.

18 Q. And has that been since 2000 to the
19 present, the same type of use, renting or leasing
20 the cars and trucks to be able to be on the
21 property?

22 A. Pretty much, yes.

23 Q. How many different entities have rental or
24 leasehold interests for cars or trucks on the Komir
25 property present?

1 lines, do you know whether the transmission lines,
2 the actual conductors, were changed?

3 A. Excuse me, I don't see that line 14, maybe
4 you said or you said line --

5 Q. I'm sorry. Paragraph 14 which is on line
6 22.

7 A. Okay. Yes.

8 Q. Okay. There's a capital N, New, capital
9 T, Transmission, capital L, Lines. Do you see that?
10 New Transmission Lines?

11 A. Yes.

12 Q. Do you see that?

13 A. Yes.

14 Q. Do you have any knowledge as to whether
15 the transmission lines themselves, the actual
16 conductors, were physically removed and changed with
17 different conductors or whether they were just
18 placed on a different tower?

19 A. The towers were removed and that I know
20 of. The other pieces of that, I'm not familiar with
21 those.

22 Q. Okay. So the actual conductors, the lines
23 themselves, you don't know if those were replaced.

24 Right?

25 A. Oh, you're talking about the lines, the

1 transmission line itself. Right?

2 Q. Yes.

3 A. The wires that are crossing the Komir's
4 property. Right?

5 Q. Right.

6 A. Yeah, they were -- my recollection is that
7 they were replaced too.

8 Q. Okay. Did you see that they were
9 replaced?

10 A. No. I didn't -- I do not have any
11 recollection, but --

12 Q. Okay. So you don't know whether they were
13 replaced. Right?

14 A. You mean the wire itself?

15 Q. Yes.

16 A. I don't know if they were replaced or not.

17 Q. Okay. Thank you, sir. Now, you say on
18 Paragraph 14, "Lowest height of approximately 62
19 feet." Do you see that?

20 A. Yes.

21 Q. Okay. When you say lowest height, where?

22 MR. JACOBSON: Objection. Vague.

23 BY MR. LAMB:

24 Q. What did you mean when you said lowest
25 height?

1 Michael S. Mahoney, PLS?

2 A. Yes.

3 Q. Okay.

4 A. He's a licensed surveyor.

5 Q. That's stamped by him, but the document
6 says prepared for ASI Consulting Engineers?

7 A. Yes.

8 Q. So it was prepared by the surveyor for
9 you?

10 A. Yes.

11 Q. Okay. All right. That's what I'm just
12 trying to figure out. And you believe that that's
13 true and accurate, correct, Exhibit B to Exhibit 3?

14 A. Yes.

15 Q. Do you see there under the notes it says
16 the flood control channel and pump house items one
17 and two are maintained by the city of San Bruno
18 through an agreement with county of San Mateo flood
19 control department. Do you see that, sir?

20 A. That's on the ledger somewhere. Is that
21 -- what item on ledger is this? Yeah, I think the
22 -- yeah. The item number N on the notes?

23 Q. It's note six, N(6).

24 A. The note N 6. Okay. Yes, I see that.

25 Q. Do you see that?

1 A. Yes.

2 Q. Okay. And that there's a photograph of
3 the San Bruno creek flood control North channel. Do
4 you see that?

5 A. I see the, what, the control channel, yes.

6 Q. Okay. And that's got water in it. Right?

7 A. It is a flood channel, yes.

8 MR. JACOBSON: His question was whether it
9 has water.

10 BY MR. LAMB:

11 Q. It has water. Right?

12 A. It's a flood channel. It has water in it.

13 Q. Okay. Have you ever done any seismic
14 testing of the Komir property?

15 A. Seismic testing?

16 Q. Seismic testing, yes, sir.

17 A. No, I have not.

18 Q. Okay. Have you ever done an environmental
19 study of the Komir property?

20 A. No, I have not.

21 Q. Have you ever taken any soil samples of
22 the Komir property?

23 A. No, I have not.

24 Q. Have you ever done any work as an engineer
25 to ascertain whether there's been any subsidence of

1 the soil within the flood control channel?

2 A. What do you mean by subsidence?

3 Q. Subsidence. You don't know what
4 subsidence means, sir?

5 A. I do not know.

6 Q. It means decreasing in elevation over
7 time. Has it settled? Has it gone down?

8 A. You're telling me that the soil in Komir's
9 property has settled?

10 Q. I'm asking you if it has or if you know.

11 A. I'm not aware of anything like that.

12 Q. Okay. And you have done no testing to
13 determine that. Right?

14 A. No, I have not.

15 Q. Okay. Now, one of the items that's listed
16 on this document, Exhibit B to Exhibit 3, to the
17 left of the substation, it says, "PG&E easement for
18 landscape and access." Do you see that?

19 A. Yes, I do.

20 Q. Okay. And you believe that that's
21 accurate. Right?

22 A. I believe that this is -- in our -- in the
23 Komir's deed, there is 7,800 square feet for PG&E's
24 landscaping, and the access relates to the
25 landscaping. So if PG&E wants to do landscaping on

1 the north side of the Komir's lot, and that's 7,800
2 square feet, the access relates to that, nothing
3 else. That's what the -- that's what in our deed.
4 That's what was in the Hildebrand deed.

5 Q. So PG&E as you understand it has a right
6 to access to landscape but if it so chooses. Right?

7 A. If PG&E wanted to do landscaping in that
8 7,800 square feet, then they could access the land
9 to do the landscaping, that's what the deed says
10 very clearly.

11 Q. Okay. And it also lists an easement to
12 the right of that, a Pac Bell Communications
13 easement with access rights. Do you see that?

14 A. Yes.

15 Q. And then to the right of that adjacent to
16 the channel, it says, "City of San Bruno sewer
17 easement, 24- inch RCP sanitary sewer." Do you see
18 that?

19 A. Yes. That easement has been abandoned,
20 there's no sewer lines there anymore.

21 Q. Okay. But this document refers to an
22 easement for the sewer line. Right?

23 A. There used to be an easement for the sewer
24 line.

25 Q. Okay. Well, this document says there is

1 BY MR. LAMB:

2 Q. So the building plans that you prepared
3 include removal of the flood control channel?

4 A. No, it does not.

5 MR. JACOBSON: That's only a question.

6 BY MR. LAMB:

7 Q. Okay. So the flood control channel is
8 going to remain underneath the building. Right?

9 A. Yes.

10 Q. Okay. The plans that you developed do not
11 include any reference to any pillars or support
12 mechanism that would hold up the building over the
13 channel. Correct?

14 A. Not correct.

15 Q. And you have not requested permission by
16 the city or the county to build over the flood
17 control channel. Correct?

18 A. I have not submitted those to the city
19 yet.

20 Q. And you understand that you are required
21 to provide access to the flood control channel
22 alongside of it, which goes to and from the pump
23 station. Correct?

24 MR. JACOBSON: Object as compound and
25 without foundation and assuming facts not in

1 evidence. If you can answer all that.

2 THE WITNESS: Yeah, yeah, yeah. The plans
3 consider all that. The plans provide access to
4 the pump station, it is elevated way above the
5 flood channel, so all those elements can remain
6 where they are and the plans that have been
7 developed consider all those issues and they
8 can all remain in place and it does not
9 interrupt any of those functions, existing
10 functions.

11 BY MR. LAMB:

12 Q. Okay. So you'll have to continue to
13 provide access to the city and county to the pump
14 station. Correct?

15 MR. JACOBSON: Object. Object without
16 foundation. Assumes facts not in evidence.

17 MR. LAMB: Is that correct?

18 THE WITNESS: The plans that we have
19 developed does not interfere with any of the
20 access issues to the pumper station or the
21 flood channel.

22 BY MR. LAMB:

23 Q. Okay. So your intention is to continue to
24 provide access by the city and the county to the
25 pump station. Correct?

1 authority. Of course. There's no building that
2 cannot be done without local jurisdiction approval.

3 Q. And you have not submitted any plans to
4 the city or county for approval for building on
5 Komir property. Correct?

6 MR. JACOBSON: Objection. That's asked
7 and answered.

8 MR. LAMB: I'm sorry. Is that correct?

9 THE WITNESS: We have not submitted any
10 plans to the building -- to the building
11 department yet.

12 BY MR. LAMB:

13 Q. If you go to Exhibit 6, sir, which is your
14 response to interrogatories.

15 A. Exhibit 6? Okay.

16 Q. If you can go to Page 11 in response to
17 interrogatory number nine.

18 A. Okay.

19 (Thereupon, Debtor's/Reorganized Debtor's
20 Exhibit 6, Response to interrogatories, was
21 entered into the record.)

22 BY MR. LAMB:

23 Q. You can look on Page 11, Line 24, this
24 lists the gross revenue that Komir is claiming for
25 the property in 2018 of \$259,594. Correct?

1 A. Yes. That's what it says.

2 Q. Okay. And some of that was payment made
3 by PG&E. Correct?

4 A. Yes.

5 Q. How much of that was from PG&E? Do you
6 know?

7 A. I do not know.

8 Q. Do you know approximately?

9 A. I do not know at this time.

10 Q. I'm sorry, sir?

11 A. Right now I do not know how much PG&E --

12 Q. Okay. All right. Then the 20 -- were you
13 done?

14 A. Yes.

15 Q. Okay. Then the 2019 revenue was \$79,800.

16 Right?

17 A. Right.

18 Q. And then the 2020 revenue was \$78,022.

19 Right?

20 A. Right.

21 Q. And then the 2021 revenue was \$148,962.

22 Do you see that?

23 A. Yes.

24 Q. And did that include payment from PG&E in

25 2021?

1 A. Yes.

2 Q. Do you know how much?

3 A. I don't know how much.

4 Q. And then the 2022 revenue was \$134,925.

5 Correct?

6 A. Yes.

7 Q. And did that also include revenue from

8 PG&E?

9 A. Yes.

10 Q. Do you know how much?

11 A. I do not know how much.

12 Q. And then if you'll look at Exhibit 6,
13 which is your response to interrogatories, you
14 attach Exhibit 7, and that is a copy of the record
15 of survey that we referred to earlier. Correct?

16 A. That copy of the survey?

17 Q. If you go to Exhibit 6 and then Exhibit C
18 within that.

19 MR. JACOBSON: The copy I printed does not
20 have the Exhibit C attached to it.

21 THE WITNESS: There's one here, one
22 exhibit over here.

23 MR. JACOBSON: There we go.

24 THE WITNESS: Yeah, we got it on -- on
25 Exhibit 4, there is a record of survey.

1 (Thereupon, Debtor's/Reorganized Debtor's
2 Exhibit 7 was entered into the record.)

3 BY MR. LAMB:

4 Q. Okay.

5 A. Okay.

6 Q. And can you turn to Exhibit D, 1?

7 MR. JACOBSON: Exhibit D-1? As I say, I
8 don't think we have that printed on Exhibit 6,
9 but we can probably find the document.

10 THE WITNESS: What is Exhibit D-1?

11 MR. LAMB: Exhibit 6 is the response to
12 interrogatories set one.

13 MR. JACOBSON: Okay. That's Exhibit 6.
14 Right?

15 MR. LAMB: Yes, sir.

16 MR. JACOBSON: And what do you want him to
17 look at?

18 MR. LAMB: D-1.

19 MR. JACOBSON: So as I just said, we don't
20 have the exhibits to Exhibit 6. Would you do a
21 screen share.

22 MR. LAMB: Well, you gave them to me.
23 Right?

24 MR. JACOBSON: But you used exhibits
25 yesterday and I printed them and some of them

1 had so many pages, like 80 pages, that I
2 printed the text, but not the attached exhibits
3 on the ones that were really long. So if you
4 could just do a screen share of what you want
5 him to look at, that takes care of it. I could
6 go on my computer and find it and try to turn
7 it around to him.

8 MR. LAMB: I think that would probably be
9 easier. I just want to confirm --

10 MR. JACOBSON: C one?

11 MR. LAMB: D, as in delta. Delta one.

12 MR. JACOBSON: On Exhibit 6?

13 MR. LAMB: Yes.

14 MR. JACOBSON: D-1. All right. We have
15 Exhibit D-1.

16 (Thereupon, Exhibit 6 - D(1) was entered
17 into the record.)

18 BY MR. LAMB:

19 Q. Sir that's one of the building plans that
20 you developed by ASI. Right?

21 A. Yes.

22 Q. And that shows under project data that
23 it's, "Zoned M-1, light industrial." Right?

24 A. Yes.

25 Q. Okay. So in order to put a commercial

1 building that's an office building, in that
2 location, the zoning would have to be changed.
3 Correct?

4 A. No. Research and development is included
5 in the M-1 zone, research and development office.

6 Q. M-1 is light industrial?

7 A. Yes. M-1 zoning allows for research and
8 development office building.

9 Q. Okay. I thought you said it was going to
10 be an office building?

11 A. It is an office building for research and
12 development, yes, and it's allowed under the M-1
13 zoning. If you look at the planning zoning,
14 description of M-1, it indicates offices for
15 research and development, yes.

16 Q. And it's your belief that the building
17 plan on D-1 includes plans that specify that there
18 would be some type of peer or columnar support of
19 the building over the flood control channel?

20 A. As I indicated before, the foundation
21 design is the last stage of construction document
22 that we provided. This is usually done when the
23 planning department and so on approve the project.

24 MR. JACOBSON: I think he is just asking
25 you if that's on this plan.

1 record.

2 (Brief recess.)

3 (Deposition resumed.)

4 THE COURT REPORTER: Back on the record.

5 BY MR. LAMB:

6 Q. Okay, Mr. Shahmirza, if you could turn to
7 Exhibit 8, please. Are you ready, sir?

8 A. Yes, sir.

9 Q. These are alternative design drawings
10 according to you. Right?

11 A. Yes.

12 (Thereupon, Debtor's/Reorganized Debtor's
13 Exhibit 8, Design Drawings, was entered into
14 the record.)

15 BY MR. LAMB:

16 Q. Okay, so if you go to C-3.

17 A. Yes. Another one where we don't have the
18 exhibits preprinted. I can bring it up. You show
19 me on the screen, I can probably -- I can discuss
20 that.

21 Q. I'm sorry.

22 A. If you show the exhibit on the screen, I
23 probably would know what it is and I can speak to
24 it.

25 Q. Well, I think your Counsel is pulling it

1 up right now.

2 A. Okay. I am on C-3. Is that what you
3 said?

4 Q. Yes. C-3. And it looks to me like a
5 computer rendering of a building. It's -- it's I
6 don't think it's a photograph, but I'm trying to
7 figure out what this is.

8 A. Yes.

9 Q. What is that, Mr. Shahmirza?

10 A. That is a portion of the elevation of the
11 building. Looking at the first page.

12 Q. Now the first page looks like it's not a
13 photograph. It looks like a computer rendering of a
14 building?

15 A. Yes.

16 Q. Who prepared that?

17 A. We prepared that, ASI.

18 Q. ASI. Is that supposed to be the building
19 that you're looking to build?

20 A. A portion of that would -- elevation that
21 would be looking like that we will try to make it
22 like that.

23 Q. But this is -- this has got people in it
24 and it's -- I'm trying to figure out what is it
25 you're doing here. How did you create this?

1 A. This is a computer rendering. Okay. This
2 is --

3 Q. Is that supposed to be the building that
4 you're looking to build or is that just
5 representative of a building?

6 A. This is the representing portion of the
7 building that we are trying to build.

8 Q. What portion?

9 A. The front lobby portion of the building.

10 Q. Okay. How many stories is it going to be?

11 A. It shows on the plan. Do you have plans
12 for six story building?

13 Q. Six story building.

14 A. Okay.

15 Q. And these plans -- the C3 or the six-story
16 building, these aren't the construction drawings, so
17 this does not include any reference to columnar or
18 pier support over the flood control channel.
19 Correct?

20 A. It does not include any construction
21 documents.

22 Q. Okay. And then C-4, that's another
23 alternative building?

24 A. C-4.

25 Q. Is that correct?

1 and put asphalt. There is no landscaping and that's
2 a fact.

3 Q. You could turn to page -- Exhibit 15,
4 please.

5 (Thereupon, Debtor's/Reorganized Debtor's
6 Exhibit 15 was entered into the record.)

7 MR. JACOBSON: So which one is that --
8 that was an -- I think we going to take a
9 minute to find it. Is 15 the statement of
10 decision and judgment?

11 MR. LAMB: Yes.

12 THE WITNESS: Yes, sir.

13 BY MR. LAMB:

14 Q. Do you recognize this document, sir?

15 A. Yes.

16 Q. What is it?

17 A. It is a statement of -- it's a proposed --
18 a statement of the decision and judgment. It's a
19 proposed statement of decision and judgment.

20 Q. Well, you understand that that statement
21 of decision and judgment was actually filed and
22 entered. Right?

23 A. Correct.

24 Q. Okay. And that related to a lawsuit that
25 you filed on behalf of Komir against the County of

1 San Mateo and the San Mateo County Flood Control
2 District. Correct?

3 A. Correct.

4 Q. Okay. And what was your understanding of
5 your purpose for this lawsuit?

6 A. Well, we were trying to collect rent for a
7 pumping station that is there, where the attorney
8 did not follow up. And in your case, he did not
9 respond. And the Counsel for the county wrote this
10 proposal statement and the Court never heard from
11 our attorney. And finally Judge had signed it and
12 we were not aware of that, and we learned about it
13 when it was all done and over.

14 Q. Okay. So when you look at this document
15 on Page 6, Line 5, according to the Court document,
16 it says, "Based on the foregoing evidence, the Court
17 finds that the district has obtained a prescriptive
18 easement to utilize both the north and south access
19 routes to the pump station as well as the area
20 surrounding the pump station." Do you see that?

21 A. Yes.

22 Q. And then it says the easement area and the
23 north and south access routes are generally depicted
24 in Exhibit A, and that's attached. Correct?

25 A. Yes.

1 Q. And it looks like you testified as to the
2 value of a strip of land enclosed by a fence in
3 relation to this case. Right?

4 A. Yes. It says that, yes.

5 Q. Okay. Now, on this case, was this a
6 trial?

7 A. Yes.

8 Q. Okay. So you appeared and testified at
9 trial in that case. Right?

10 A. Yes.

11 Q. How many times have you appeared and
12 testified at trial, sir?

13 A. At the trial -- testified at trials.
14 Besides that was the first time.

15 Q. Okay. Have you testified at trial since
16 then?

17 A. I don't think so. No. No, I have not.

18 Q. Have you testified before in a deposition?

19 A. Deposition? Yes.

20 Q. How many times?

21 A. Maybe a couple times. One or two times.

22 Q. Regarding what matters?

23 A. Something like insurance matters.

24 Q. How many times has that you -- are you
25 aware of has Komir been involved in a lawsuit?

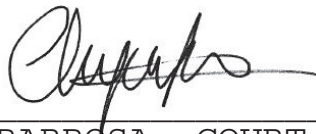
CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF BROWARD

I, CHYNNA BARBOSA, the undersigned
authority, certify that AMIR SHAHMIRZA, appeared
before me remotely and was duly sworn on the 12th
day of October, 2023.

Witness my hand this 15th day of October,
2023.



CHYNNA BARBOSA, COURT REPORTER
NOTARY PUBLIC, STATE OF FLORIDA
Notary Commission No: HH 79585
Notary Commission Exp: 01/08/2025

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF BROWARD

I, CHYNNA BARBOSA, Court Reporter and
Notary Public for the State of Florida, do hereby
certify that I was authorized to and did report and
transcribe the foregoing proceedings, and that the
transcript is a true and complete record of my
notes.

I further certify that I am not a
relative, employee, attorney or Counsel of any of
the parties, nor am I a relative or employee of any
of the parties' attorneys or Counsel connected with
the action, nor am I financially interested in the
action.

Witness my hand this 15th day of October,
2023.



CHYNNA BARBOSA, COURT REPORTER
NOTARY PUBLIC, STATE OF FLORIDA
Notary Commission No: HH 79585
Notary Commission Exp: 01/08/2025

ERRATA SHEET
CHANGES IN TESTIMONY
IN RE: PG&E CORP and PACIFIC GAS AND ELECTRIC COMPANY
AMIR SHAHMIRZA - 30(B)(6) AND INDIVIDUAL CAPACITY
October 12, 2023

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SIGNATURE: _____ DATE: _____

AMIR SHAHMIRZA - 30(B)(6) AND INDIVIDUAL CAPACITY

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re

Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case) (Jointly Administered)

PACIFIC GAS AND ELECTRIC
COMPANY,

**RESPONSE BY CLAIMANT KOMIR,
INC. TO DEBTORS'
INTERROGATORIES, SET NO. ONE**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

1 Claimant Komir, Inc., and its agent Amir Shahmirza (“Responding Party”) respond to the
2 Interrogatories, Set No. One, propounded by Debtors to Claimant Amir Shahmirza as agent for
3 Komir, Inc. as defined as “YOU” in the Interrogatories.

4 **RESPONSES TO INTERROGATORIES**

5 **INTERROGATORY NO. 1:**

6 Is YOUR response to each Request for Admission served with these interrogatories an
7 unqualified admission?

8 The terms “YOU” or “YOUR” or “CLAIMANT” or “SHAHMIRZA”) shall mean Claimant
9 Amir Shahmirza and Komir, Inc. in the present action including their officers, directors, agents,
10 employees, representatives, attorneys, or other “person” acting on their behalf.

11 **RESPONSE TO INTERROGATORY NO. 1:**

12 No.

13 **INTERROGATORY NO. 2:**

14 If YOUR answer to Interrogatory No. 1 is no, for each of YOUR responses to a Request for
15 Admission served with these Interrogatories that is not an unqualified admission, state the number of
16 the Request (*sic*) state all facts upon which You base YOUR response.

17 **RESPONSE TO INTERROGATORY NO. 2:**

18 Responding Party responds below with respect to each Response to Requests for Admission.

19 Request for Admission No. 1

20 The response is a qualified admission that admits the basic statement and provides a further
21 statement of fact responsive to the request, i.e., that “Shahmirza understood that PG&E did not have
22 rights under recorded documents to place the transmission lines across the property as the Director’s
23 Deed to Komir’s predecessor in interest did not specify any easements being reserved.”

24 Request for Admission No. 3

25 Responding Party could not respond to this Request with a categorical admission or denial in
26 that the Request is vague and ambiguous as the request contains undefined terms that are the

1 predicate to the Request, i.e., that “the ALIGNMENT of the TRANSMISSION LINES that cross the
2 PROPERTY has not materially changed” without any definition of “materially.”

3 With respect to the fact of the alignment of the transmission lines, Responding Party answers
4 that any change of alignment to which Responding Party did not consent is “material” and
5 Responding Party did not consent to the alignment or realignment from differently located towers or
6 differently positioned lines as PG&E effectuated unilaterally and over the objection of Responding
7 Party .

8 With respect to the repositioning of the towers and alteration of the lines, Responding Party
9 further answers that PG&E representatives who were on site implementing such repositioning and
10 alteration stated to Responding Party that the repositioning of the towers and altered position of the
11 lines resulted in an eleven (11) foot reduction in the height of the lines. As stated above, whether the
12 repositioning and alteration resulted in a reduction of eleven (11) feet or any other amount, the
13 repositioning and alteration were material as being without Responding Party’s consent and being
14 effectuated over Responding Party’s contemporaneous objection.

15 Request for Admission No. 4

16 Responding Party could not respond to this Request with a categorical admission or denial in
17 that the Request is vague and ambiguous as the request contains undefined terms that are the
18 predicate to the Request, i.e., that “the vertical height of the TRANSMISSION LINES that cross the
19 PROPERTY has not materially changed” without any definition of “materially.”

20 Without waiving the objection, Responding Party answers with respect to the vertical height
21 of the transmission lines, that any change of vertical height to which Responding Party did not
22 consent is “material” and Responding Party did not consent to the alignment or realignment, or
23 height adjustment, from differently located towers or differently positioned lines as PG&E
24 effectuated unilaterally and over the objection of Responding Party.

25 Without waiving the objection, Responding Party further answers with respect to the
26 repositioning of the towers and alteration of the lines, that PG&E representatives who were on site

1 implementing such repositioning and alteration stated to Responding Party that the repositioning of
2 the towers and altered position of the lines resulted in an eleven (11) foot reduction in the height of
3 the lines. As stated above, whether the repositioning and alteration resulted in a reduction of eleven
4 (11) feet or any other amount, the repositioning and alteration were material as being without
5 Responding Party's consent and being effectuated over Responding Party's contemporaneous
6 objection.

7 Request for Admission No. 5

8 Responding Party could not respond to this Request with a categorical admission or denial in
9 that the Request is vague and ambiguous as the request contains undefined terms that are the
10 predicate to the Request, i.e., that "the Relocation of the Transmission Lines ...did not materially
11 change the ALIGNMENT OF THE TRANSMISSION LINES" without any definition of
12 "materially."

13 Without waiving the objection, Responding Party answers that with respect to the alignment
14 of the transmission lines, any change of alignment to which Responding Party did not consent is
15 "material" and Responding Party did not consent to the alignment or realignment from differently
16 located towers or differently positioned lines that PG&E unilaterally effectuated over the objection
17 of Responding Party.

18 Without waiving the objection, Responding Party further answers with respect to the
19 repositioning of the towers and alteration of the lines, that PG&E representatives who were on site
20 implementing such repositioning and alteration stated to Responding Party that the repositioning of
21 the towers and altered position of the lines resulted in an eleven (11) foot reduction in the height of
22 the lines. As stated above, whether the repositioning and alteration resulted in a reduction of eleven
23 (11) feet or any other amount, the repositioning and alteration were material as being without
24 Responding Party's consent and being unilaterally effectuated over Responding Party's
25 contemporaneous objection.
26

1 Request for Admission No. 6

2 Responding Party could not respond to this Request with a categorical admission or denial in
3 that the Request is vague and ambiguous as the request contains undefined terms that are the
4 predicate to the Request, i.e., that “relocation of the TRANSMISSION LINES ... did not materially
5 change the height of the TRANSMISSION LINES” without any definition of “materially.”

6 Without waiving the objection, Responding Party further answers with respect to the vertical
7 height of the transmission lines, any change of vertical height to which Responding Party did not
8 consent is “material” and Responding Party did not consent to the alignment or realignment, or
9 height adjustment, from differently located towers or differently positioned lines as PG&E
10 unilaterally effectuated over the objection of Responding Party.

11 Without waiving the objection, Responding Party further answers with respect to the
12 repositioning of the towers and alteration of the lines, that PG&E representatives who were on site
13 implementing such repositioning and alteration stated to Responding Party that the repositioning of
14 the towers and altered position of the lines resulted in an eleven (11) foot reduction in the height of
15 the lines. As stated above, whether the repositioning and alteration resulted in a reduction of eleven
16 (11) feet or any other amount, the repositioning and alteration were material as being without
17 Responding Party’s consent and being effectuated over Responding Party’s contemporaneous
18 objection.

19 Request for Admission No. 7

20 Responding Party objected to this request and objects to this corresponding special
21 interrogatory as being irrelevant to the subject matter of whether PG&E has any prescriptive right to
22 place transmission lines across the Property.

23 Responding Party could not respond to this Request with a categorical admission or denial in
24 that the Request is vague and ambiguous as the request contains undefined terms that are the
25 predicate to the Request, i.e., that an “intermittent creek” “crosses” the Property without any
26 definition of “intermittent creek” or the means, manner, or location of any water feature that

1 “crosses” the property.

2 Without waiving the objection, with respect to the factual substance that Responding Party
3 infers from the Request, Responding Party further answers that a flood control channel is situated on
4 the Property at a location and in a manner that does not affect the development of the Property as
5 contemplated by Responding Party.

6 Request for Admission No. 8

7 Responding Party objected to this request and objects to this corresponding special
8 interrogatory as being irrelevant to the subject matter of whether PG&E has any prescriptive right to
9 place transmission lines across the Property.

10 Responding Party could not respond to this Request with a categorical admission or denial in
11 that the Request is vague and ambiguous as the request contains undefined terms that are the
12 predicate to the Request, i.e., that an “intermittent creek” “crosses” the Property without any
13 definition of “intermittent creek” or the means, manner, or location of any water feature that
14 “crosses” the property.

15 Without waiving the objection, with respect to the factual substance that Responding Party
16 infers from the Request, Responding Party further answers that a flood control channel is situated on
17 the Property at a location and in a manner that does not affect the development of the Property as
18 contemplated by Responding Party.

19 Without waiving the objection, Responding Party further answers that a structure can be
20 designed and constructed in a manner such that the statement that “YOU cannot build a structure” is
21 not correct. Responding Party, a civil engineer, has designed a building that can be constructed on
22 the Property.

23 Request for Admission No. 9

24 Responding Party objected to this request and objects to this corresponding special
25 interrogatory as being irrelevant to the subject matter of whether PG&E has any prescriptive right to
26 place transmission lines across the Property.

1 Responding Party objected to this Request as vague and ambiguous with respect to locations
2 described in the Request.

3 Without waiving the foregoing objections, Responding Party answers further that
4 Responding Party has access to the easterly side of the Property as reflected on the recorded Record
5 of Survey No. 3259-A.

6 Request for Admission No. 10

7 Responding Party objected to this request and objects to this corresponding special
8 interrogatory as being irrelevant to the subject matter of whether PG&E has any prescriptive right to
9 place transmission lines across the Property.

10 Without waiving the foregoing objection, Responding Party answers further that all property
11 is stored within the fence separating the properties on Responding Party's side of the fence.

12 Request No. 11

13 Responding Party objected to this request and objects to this corresponding special
14 interrogatory as being irrelevant to the subject matter of whether PG&E has any prescriptive right to
15 place transmission lines across the Property.

16 Without waiving the objection, as stated in the Response to Requests for Admission,
17 Responding Party answers further that, to date, no building plans have been submitted to an
18 governmental agency.

19 **INTERROGATORY NO. 3:**

20 If YOUR answer to Interrogatory No. 1 is no, for each of YOUR responses to a Request for
21 Admission served with these Interrogatories that is not an unqualified admission, identify all
22 DOCUMENTS that support YOUR response.

23 **RESPONSE TO INTERROGATORY NO. 3:**

24 Responding Party responds below with respect to each Response to Requests for Admission.

25 Request No. 1

26 See Director's Deed, copy attached as Exhibit A.

Request No. 3

See Photographs, copies attached collectively as Exhibit B.

Request No. 4

See Photographs, copies attached collectively as Exhibit B.

Request No. 5

See Photographs, copies attached collectively as Exhibit B.

Request No. 6

See Photographs, copies attached collectively as Exhibit B.

Request No. 7

See Record of Survey, copy attached as Exhibit C.

Request No. 8

See Building Plans, copy attached as Exhibit D.

Request No. 9

See Record of Survey, copy attached as Exhibit C.

Request No. 11

See Building Plans, copy attached as Exhibit D.

INTERROGATORY NO. 4:

State all facts that support YOUR assertion that, “[a]t the Acquisition Date, and continuing until dates in 2018, on behalf of Komir Inc., I consented to, and did not object to, the Original Transmission Lines crossing the Property,” as set forth in the Declaration of Amir Shahmirza at paragraph 5, dated April 3, 2023 (Docket No. 13654-1).

RESPONSE TO INTERROGATORY NO. 4:

Responding Party did not express, either verbally, in writing, or otherwise any objection to the Original Transmission Lines crossing the Property, and did not take any action with respect thereto until the events that occurred in 2018.

1 **INTERROGATORY NO. 5:**

2 State all facts that support YOUR assertion that, “[a]t the Acquisition Date, and continuing
3 until dates in 2018, on behalf of Komir Inc., the existing height of the transmission lines were
4 movable and could be relocated,” as set forth in the Declaration of Amir Shahmirza at paragraph 5,
5 dated April 3, 2023 (Docket No. 13654-1).

6 **RESPONSE TO INTERROGATORY NO. 5:**

7 The towers can be relocated as demonstrated by the construction of new towers and in
8 connection therewith the repositioning of the towers in 2018.

9 During Shahmirza’s career as a licensed civil engineer involved in the design and
10 construction of various types of building structures, Shahmirza observed the relocation of power
11 poles.

12 **INTERROGATORY NO. 6:**

13 State all facts that support YOUR assertion that, “[t]he Relocation of the Transmission Lines
14 caused the lines to cross the Property at a different location than the Original Transmission Lines,” as
15 set forth in the Declaration of Amir Shahmirza at paragraph 18, dated April 3, 2023 (Docket No.
16 13654-1).

17 **RESPONSE TO INTERROGATORY NO. 6:**

18 PG&E removed the old, existing towers and constructed new and different towers at different
19 locations.

20 PG&E then connected the Transmission Lines to the new towers at their new locations
21 thereby moving the lines from their prior points of detachment from the old towers to the new
22 locations of the new attachments to the new towers.

23 **INTERROGATORY NO. 7:**

24 State all facts that support YOUR assertion that YOU have suffered a “significant loss of
25 value in the Property,” as set forth in the Declaration of Amir Shahmirza at paragraph 23, dated April
26 3, 2023 (Docket No. 13654-1).

1 **RESPONSE TO INTERROGATORY NO. 7:**

2 Responding Party objected to this request as being irrelevant to the subject matter of whether
3 PG&E has any prescriptive right to place transmission lines across the Property.

4 Without waiving the foregoing objection, Responding Party answers further that Responding
5 Party has been unable to develop the Property to its highest and best use, i.e., the construction of a
6 commercial building or other income producing structure as contemplated.

7 The amount of the loss will be determined in the damages and remedy phase of this litigation.

8 **INTERROGATORY NO. 8:**

9 State all facts that support YOUR assertion that “Komir cannot occupy the space through
10 which PG&E placed its high voltage transmission lines in any manner or for any purpose,” as set
11 forth in the Declaration of Amir Shahmirza at paragraph 28, dated April 3, 2023 (Docket No. 13654-
12 1).

13 **RESPONSE TO INTERROGATORY NO. 8:**

14 Responding Party answers this interrogatory stating the fact that is apparent without
15 explanation, i.e., a structure cannot occupy the space in which PG&E has placed transmission lines
16 and Responding Party cannot otherwise perform any activity within the space occupied by the
17 TRANSMISSION LINES or create any structure that would be situated within the space occupied by
18 the TRANSMISSION LINES.

19 **INTERROGATORY NO. 9:**

20 Identify all funds you received from any PERSON CONCERNING OR RELATED TO
21 YOUR, receipt of income for the use of the property located at 800 Walnut Street, San Bruno
22 California, (the “Property”) as identified by the Declaration of Amir Shahmirza at paragraph 1, dated
23 April 3, 2023(Docket No. 13654-1) from and after December 18, 2000.

24 The term “PERSON” (and/or any form thereof) shall mean natural persons, business entities,
25 public entities, or other associations, to include corporations, limited liability companies, general
26 partnerships, joint ventures, limited partnerships, sole proprietorships, trusts, estates, organizations,

1 trade groups, labor unions, or any other form of association or form of doing business within or
2 outside of the United States.

3 The term “CONCERNING” or “RELATING TO” (and/or any form thereof) means and
4 includes, without limitation, concerning, relating to, referring to, summarizing, reflecting,
5 constituting, comprising, stating, containing, embodying, pertaining to, identifying, involved with,
6 mentioning, discussing, consisting of, showing, commenting upon, evidencing, supporting,
7 responding to, dealing with, describing, analyzing, contradicting, or is in any way pertinent to the
8 requested subject matter, directly or indirectly, in whole or in part.

9 **RESPONSE TO INTERROGATORY NO. 9:**

10 Responding Party objects to this request as being irrelevant to the subject matter of whether
11 PG&E has any prescriptive right to place transmission lines across the Property.

12 Responding Party further objects to this interrogatory, and refuses to answer or provide
13 financial information from December 18, 2000, to January 1, 2018, on the grounds that the specified
14 time period would require responsive information that is not relevant to the subject matter of the
15 pending litigation that now concerns the issue of whether PG&E holds any prescriptive rights
16 acquired in or after 2018, i.e., after the termination of consent, whereas the interrogatory seeks
17 financial information from date of acquisition in 2000 to and past 2018.

18 Responding Party further objects to the production of such documents for the period prior to
19 2018 on the grounds that doing so would be burdensome and oppressive without any correlative
20 benefit.

21 Without waiving the foregoing objections, Responding Party answers further that
22 Responding Party received the following amounts of gross revenue relating to use of the Property in
23 and after 2018 as follows:

24 2018: \$259,594

25 2019: \$79,800

26 2020: \$78,022

1 2021: \$148,962

2 2022: \$134,925

3 **INTERROGATORY NO. 10:**

4 State all facts supporting YOUR assertion in paragraph 13 of the COMPLAINT that “[t]he
5 powerlines that Defendant constructed over the Property were lower by at least eleven (11) feet from
6 where they were previously.”

7 The term “COMPLAINT” shall mean the Complaint entitled AMIR SHAHMIRZA, KOMIR,
8 INC. v. PG&E Corporation, San Mateo Superior Court Case No. 18CIV06064, filed November 9,
9 2018.

10 **RESPONSE TO INTERROGATORY NO. 10:**

11 PG&E representatives who were on site implementing such repositioning and
12 alteration stated to Responding Party that the repositioning of the towers and altered position of the
13 lines resulted in an eleven (11) foot reduction in the height of the lines.

14 **INTERROGATORY NO. 11:**

15 State all facts supporting YOUR assertion in paragraph 13 of the COMPLAINT that “the
16 powerlines were previously, as well as at the time Plaintiffs acquired the Property, approximately
17 seventy-three (73) feet above the ground, but around late September or early October of this year,
18 Defendant lowered the powerlines to around sixty-two (62) feet above the ground from the base of
19 the new towers.”

20 **RESPONSE TO INTERROGATORY NO. 11:**

21 PG&E representatives who were on site implementing such repositioning and
22 alteration stated to Responding Party that the repositioning of the towers and altered position of the
23 lines resulted in an eleven (11) foot reduction in the height of the lines. In that conversation, the
24 representative of PG&E stated that the eleven (11) foot reduction occurred as a result of lowering the
25 lines from approximately seventy-three (73) feet above the ground to approximately sixty-two (62)
26 feet above the ground from the base of the new towers.

1 **INTERROGATORY NO. 12:**

2 State all facts that CONCERN OR RELATE TO any plans YOU have to build any structure
3 on the property located at 800 Walnut Street, San Bruno California, (the "Property") as identified by
4 the Declaration of Amir Shahmirza at paragraph 1, dated April 3, 2023 (Docket No. 13654-1) from
5 and after December 18, 2000.

6 **RESPONSE TO INTERROGATORY NO. 12:**

7 Responding Party has been developing plans for a structure, copy attached as Exhibit D.

8 Dated: August 16, 2023

COHEN AND JACOBSON, LLP

9
10 By:  /s/ Lawrence A. Jacobson

Lawrence A. Jacobson

Attorneys for Claimant and Respondent

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VERIFICATION

I, Amir Shahmirza, am an officer of Komir, Inc., and I am authorized to make this verification on its behalf and for myself individually.

I have read the foregoing Response to Interrogatories, Set One, and know the contents thereof and declare that the same are true of my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

Executed at San Mateo, California, on the 16th day of August, 2023.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Amir Shahmirza

EXHIBIT A

started on R/W Map

FW

9-28-87

DATE

Map No R-35

Sheet R-35.2

Return to:
Mr. Neil F. Hildebrand Jr.
100 Skyline Plaza
DALY CITY, CA. 94015

RF	7
CD	
LN	
MF	1
AF	5
BR	13

87101925

RECORDED AT REQUEST OF

FOUNDERS TITLE COMPANY

JUN 30 11 01 AM '87

WARREN SLOCUM RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Stamp Tax: \$72.05

DIRECTOR'S DEED
JUN 1987 15

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
4	SM	101	20.6	DD-038103-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to
NIEL F. HILDEBRAND JR. and MELANIE M. HILDEBRAND, as community property

all that real property ~~XXXX~~ partly in the City of San Bruno and all in the

County of San Mateo State of California, described as

PARCEL 038103-01-01:

COMMENCING at the northeasterly terminus of the course described as "N. 84°25'53" E., 0.81 of a foot" in that 0.377-acre parcel of land conveyed to the City of San Bruno by Director's Deed No. DD-038619-01-01, recorded April 20, 1977 in Volume 7448 at page 455, Official Records of San Mateo County; said terminus being also on the San Bruno City Limits Line; thence along the easterly prolongation of said course N. 84°25'53" E., 114.19 feet; thence N. 47°43'02" E., 36.80 feet; thence N. 30°41'14" E., 9.30 feet; thence S. 54°44'20" E., 122.08 feet; thence from a tangent that bears S. 2°45'48" E., along a curve to the right with a radius of 499.96 feet, through an angle of 30°28'30", an arc length of 265.92 feet; thence S. 27°42'42" W., 308.26 feet to the southeasterly line of that certain parcel of land, described as PARCEL II, conveyed to City and County of San Francisco, a municipal corporation, by Director's Deed No. 2293-DD, recorded October 28, 1953,

Documentary Transfer Tax
PAID
San Mateo County
Rec'd By: [Signature] Deputy Recorder

MAIL TAX
STATEMENTS TO
Mr. Niel F. Hildebrand Jr.
100 Skyline Plaza
DALY CITY, CA 94015
FORM RW 02-15 (REV. 8-82)

DOCUMENTARY TRANSFER TAX \$ 72.05
X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
BUT NOT TO EXCEED 1% OF SALE PRICE
[Signature]
CITY OF San Bruno

- 2 -

in Volume 2467, at page 443, Official Records of San Mateo County; thence along last said line and the general westerly line of last said Parcel II (2293-DD) S. 24°50'32" W., 101.57 feet, N. 4°38'43" W., 190.93 feet, N. 85°21'17" E., 15.33 feet and N. 10°51'17" E., 129.71 feet to said San Bruno City Limits Line; thence along last said line N. 4°38'43" W., 330.46 feet to the point of commencement.

CONTAINING 2.214 acres, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

(a) Subject to AN EASEMENT, granted or to be granted to the City of San Bruno, for the maintenance of the existing 24-inch diameter sewer line, said easement described as follows:

COMMENCING at the northwesterly corner of that 2.214-acre parcel of land described above; thence along the northerly line of said 2.214-acre parcel N. 84°25'53" E., 10.00 feet to a line parallel with and 10.00 feet easterly, at right angles, from said San Bruno City Limits Line; thence along said parallel line S. 4°38'43" E., 542.34 feet to the southeasterly line of said 2.214-acre parcel; thence along last said line S. 27°42'42" W., 18.69 feet to said San Bruno City Limits Line; thence along last said line N. 4°38'43" W., 557.97 feet to the point of commencement.

CONTAINING 0.126 of an acre, more or less.

(b) Subject to AN EASEMENT, granted or to be granted to Pacific Gas and Electric Company, a California corporation, for the right to landscape and access and in connection therewith to plant, grow and care for shrubs and trees, not to exceed fifteen (15) feet in height, within the following described parcel of land:

COMMENCING at the northwesterly corner of that 2.214-acre parcel of land described above; thence along the northerly line of said 2.214-acre parcel, N. 84°25'53" E., 114.19 feet; thence S. 17°58'05" W., 88.46 feet; thence S. 85°13'30" W., 80.16 feet to the westerly line of said 2.214-acre parcel; thence along last said line N. 4°38'43" W., 80.00 feet to the point of commencement.

CONTAINING 0.180 of an acre, more or less.

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(c) Subject to AN EASEMENT, granted or to be granted to the PACIFIC BELL, a corporation, for the right from time to time to construct, place, inspect, maintain and replace communication facilities, consisting of aerial and underground wires, cables and other electrical conductors with associated poles, crossarms, anchors, guys, fixtures, conduits, manholes, marker posts and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under, the following described parcel of land:

A strip of land, 10.00 feet wide, bounded on the east by the easterly line of that 2.214-acre parcel described above and bounded on the west by the westerly line of said 2.214-acre parcel, lying 5.00 feet on each side of the following described center line:

COMMENCING at a point on the westerly line of that 2.214-acre parcel described above, distant thereon S. 4°38'43" E., 75.00 feet from the northwesterly corner of said 2.214-acre parcel; thence N. 85°13'30" E., 240.67 feet to the easterly line of said 2.214-acre parcel.

CONTAINING 0.055 of an acre, more or less.

Grantor further grants to grantee the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

Grantor shall have the right to use said strip for purposes not inconsistent with grantee's full enjoyment of the rights hereby granted, provided that grantor shall not erect or construct any building or other structure, or drill or operate any well, within said strip.

Grantee shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Grantee shall also have the right to mark the location of said strip by suitable markers, but said markers when set in the ground shall be placed in fences or other location

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RECORDERS OFFICE COUNTY OF SAN MATEO

- 4 -

which will not interfere with any reasonable use grantor shall make of said strip.

Grantee shall indemnify grantor against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of grantee or its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The bearings and distances used in the above descriptions are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000790 to obtain ground level distances.

APN 092-020-00 Ptn. JPN 92-01-00-30 Ptn.

87101925

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this 25th day of June, 1987.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE
Director of Transportation

By [Signature]
HARRY L. KAGAN
Attorney in Fact

87101925

STATE OF CALIFORNIA } ss
COUNTY OF SACRAMENTO }

On this 25th day of June in the year 1987 before me AGNES M. BOJORQUES
a Notary Public in and for the State of California, residing therein, duly commissioned and sworn,
personally appeared HARRY L. KAGAN personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed
to this instrument as the Attorney in Fact of LEO J. TROMBATORE
Director of Transportation of the State of California, and that he (she) subscribed the name of
LEO J. TROMBATORE as Director of Transportation, and his (her)
own name as Attorney in Fact, and that the State of California executed the same.

WITNESS my hand and official seal.



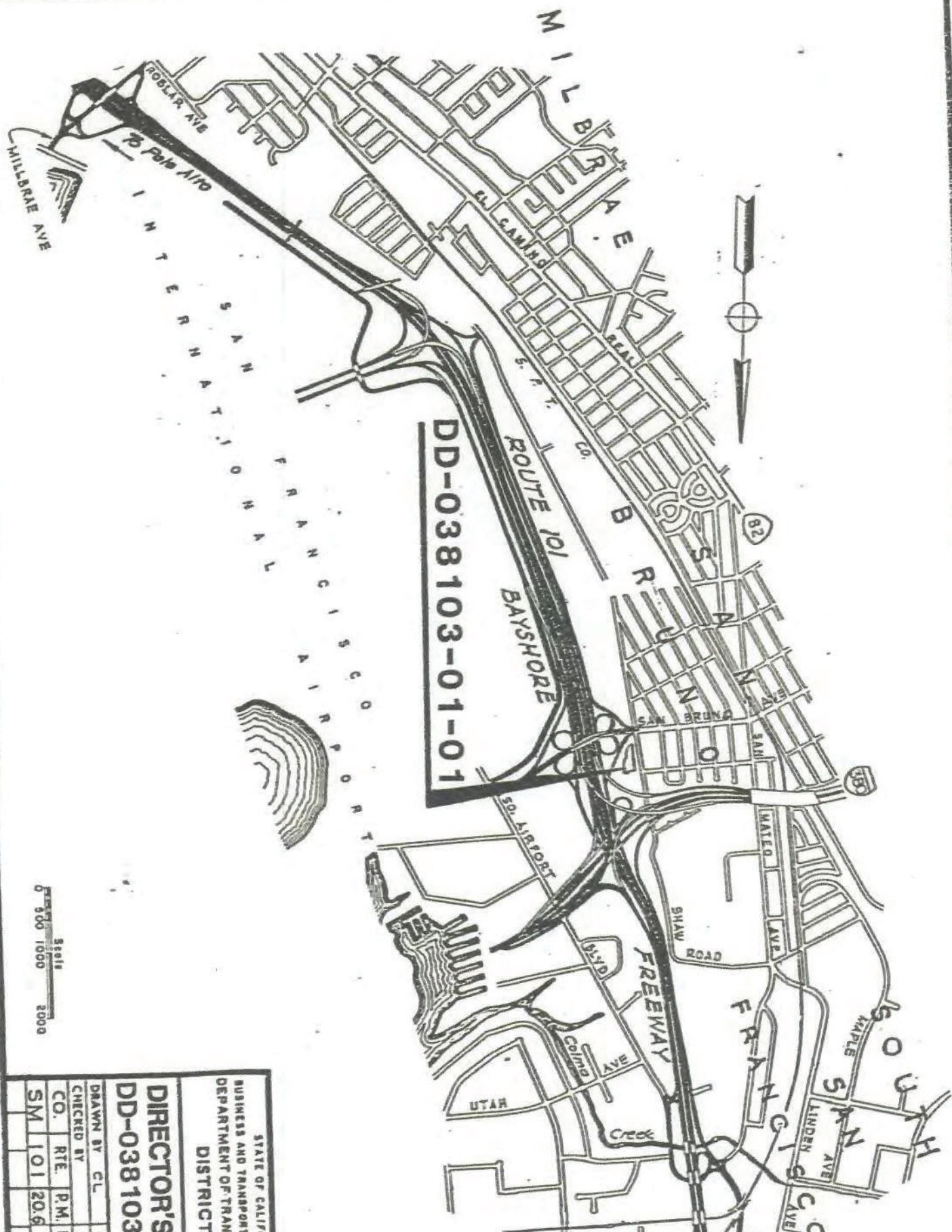
[Signature]
THIS IS TO CERTIFY That the California
Transportation Commission has authorized
the Director of Transportation to execute
the foregoing deed at its meeting regularly
called and held on the 25th

day of June, 1987 in

the City of Sacramento

Dated this 25th day of June, 1987

[Signature]
ROBERT I. REMEN
Chief Deputy Director



DD-038103-01-01

Scale
0 500 1000 2000

STATE OF CALIFORNIA			
BUSINESS AND TRANSPORTATION AGENCY			
DEPARTMENT OF TRANSPORTATION			
DISTRICT OF			
DIRECTOR'S DEE			
DD-038103-01-			
DRAWN BY	CL	DATE	1-1
CHECKED BY	SCOTT SH		
CO.	RTE.	P.M.	DR. NO.
SM	101	20.6	

EXHIBIT B-1



EXHIBIT B-2



EXHIBIT B-3



EXHIBIT B-4



EXHIBIT B-5



EXHIBIT B-6



EXHIBIT B-7



EXHIBIT B-8



EXHIBIT B-9





EXHIBIT B-10



EXHIBIT C

RECORD OF SURVEY NO. 3259-A

A PARCEL OF LAND BEING THE LANDS OF KOMIR, INC.
DESCRIBED IN DEED HAVING DOCUMENT NO. 2000-160010
RECORDED DECEMBER 18, 2000 IN THE OFFICIAL RECORDS
SAN MATEO COUNTY, CALIFORNIA

UNINCORPORATED COUNTY OF SAN MATEO

CALIFORNIA

SCALE: 1"= 50'

MAY 2022

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL
LAND SURVEYORS ACT AT THE REQUEST OF AMIR SHAMIRZA IN 2018

BY: James K. O'Connell
JAMES K. O'CONNELL
L.S. NO. 9392

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE
PROFESSIONAL LAND SURVEYORS' ACT THIS 15TH DAY OF MAY, 2022.

BY: Dorian Verhaegen
D. VAN WILSON
SAN MATEO COUNTY SURVEYOR
L.S. NO: 7010- 9/89

**COUNTY RECORDER'S STATEMENT**

FILED THIS 19th DAY OF MAY, 2022, AT 2:03
PM, IN VOLUME 53 OF LLS MAPS, AT PAGE 33
AT THE REQUEST OF JAMES K. O'CONNELL.

FILE NO. 2022-900124 FEE \$84.00

MARK CHURCH, COUNTY RECORDER

BY: Mark Church
DEPUTY

PURPOSE & BASIS OF SURVEY

THE PURPOSE OF THIS SURVEY IS TO SET MONUMENTS ALONG THE
BOUNDARY LINE OF DEED HAVING DOCUMENT #2000-160010.

THE MONUMENTS SET BY RECORD OF SURVEY NO. 3206 REPRESENT
THE BEST EVIDENCE OF THE LOCATION OF THE SUBJECT PARCEL
BECAUSE SAID RECORD OF SURVEY RETRACED THE ADJOINING
SUBDIVISION INCLUDING THE TERMINUS OF WALNUT STREET AND THE
CITY PARK DESCRIBED IN THE DIRECTOR'S DEED BEING RECORDED IN
VOLUME 7440 AT PAGE 456, OFFICIAL RECORDS OF SAN MATEO
COUNTY. SAID RECORD OF SURVEY USED RECORD BEARINGS AND
DISTANCES WITH THE HEREIN DESCRIBED ROTATION, AND SAID
DIRECTOR'S DEED ALSO BEING REFERENCED IN THE DEED FOR THE
SUBJECT PARCEL BEING DOC #2000-160010, OFFICIAL RECORDS OF SAN
MATEO COUNTY AS THE POINT OF COMMENCEMENT.

REFERENCES:

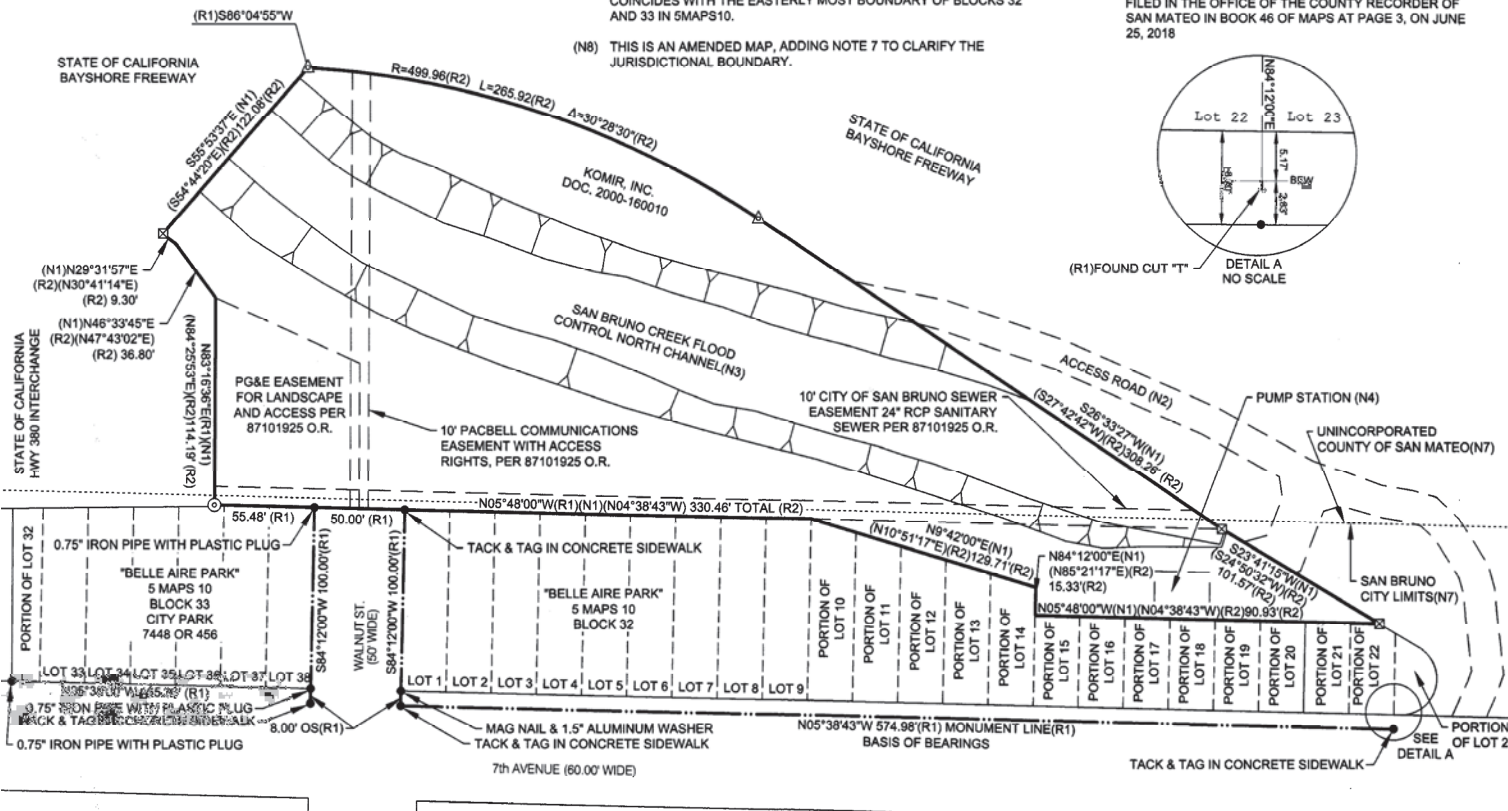
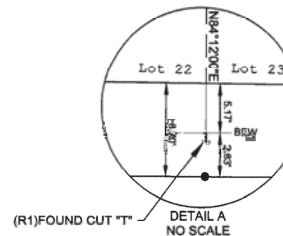
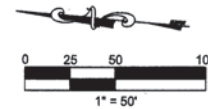
- (R1) RECORD OF SURVEY MAP NO. 3206, FILED IN THE OFFICE
OF THE COUNTY RECORDER OF SAN MATEO IN BOOK 46
OF MAPS AT PAGE 3, ON JUNE 25, 2018
- (R2) GRANT DEED, DOCUMENT #2000-160010, RECORDED IN
THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY
ON DECEMBER 18, 2000

NOTES - CONTINUED

- (N7) THE JURISDICTIONAL BOUNDARY IS SHOWN AS AN OFFSET TO
DIFFERENTIATE BETWEEN THE PROPERTY BOUNDARY. THE LINE
COINCIDES WITH THE EASTERLY MOST BOUNDARY OF BLOCKS 32
AND 33 IN 5MAPS10.
- (N8) THIS IS AN AMENDED MAP, ADDING NOTE 7 TO CLARIFY THE
JURISDICTIONAL BOUNDARY.

BASIS OF BEARINGS

THE BEARING OF N5°48'00"E BETWEEN TWO
MONUMENTS ON THE MONUMENT LINE ON SEVENTH
AVE HAVING A DISTANCE BETWEEN THEM OF 574.58', AS
SHOWN ON THE RECORD OF SURVEY MAP NO. 3206,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF
SAN MATEO IN BOOK 46 OF MAPS AT PAGE 3, ON JUNE
25, 2018

**NOTES**

- (N1) THE DIRECTOR'S DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF SAN BRUNO PER VOL. 7448, PAGE 456 INDICATES THE BEARINGS & DISTANCES ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 AND HAVE BEEN ROTATED TO TRUE BEARING OF N5°48'00"W THE BASIS OF BEARINGS OF THIS SURVEY. THE ROTATION FROM TRUE BEARING TO GRID BEARING IS + 1°09'17". THE DEED FOR THE SUBJECT PROPERTY COMMENCES WITH A CALL TO THAT DEED, AND IS SO SAID ROTATION IS USED TO ORIENT THE PROPERTY. THE DISTANCES ARE GROUND DISTANCES SHOWN ON THIS MAP. MULTIPLY GROUND DISTANCE BY 0.999921006 TO OBTAIN GRID DISTANCE.
- (N2) THE SHOWN ACCESS ROAD ACROSS THE LANDS OF THE STATE OF CALIFORNIA IS SHOWN BASED ON THE LIMITS OF THE DRIVEN AREA, AND CONNECTS THE LAND LOCKED PORTION OF THE KOMIR, INC. PROPERTY WITH THE ONSITE ACCESS ROAD AND THE CITY RIGHT OF WAY ON SEVENTH AVENUE AT THE EXISTING CONCRETE DRIVEWAY.
- (N3) NO RECORD DOCUMENTATION FOUND FOR THE RIGHT-OF-WAY FOR THE SAN BRUNO FLOOD CONTROL NORTH CHANNEL.(N5)
- (N4) NO RECORD DOCUMENTATION FOUND FOR THE LANDS COMPRISING OF THE EXISTING PUMP STATION.(N5)
- (N5) DEED FROM THE STATE OF CALIFORNIA TO NEIL & MELANIE HILDEBRAND PROVIDES ACCESS FROM THE GRANTOR (STATE OF CALIFORNIA) WHO OWNS THE ADJACENT LANDS TO THE GRANTEE (NEIL & MELANIE HILDEBRAND).
- (N6) THE FLOOD CONTROL CHANNEL AND PUMP HOUSE (ITEMS 1 & 2) ARE MAINTAINED BY THE CITY OF SAN BRUNO THROUGH AN AGREEMENT WITH COUNTY OF SAN MATEO FLOOD CONTROL DEPARTMENT.

LEGEND


- BOUNDARY LINE/PROPERTY LINE (P/L)
— LINE OF SURVEY/MONUMENT LINE(R1)
— LOT LINES PER ORIGINAL SUBDIVISION
— EASEMENT AS NOTED
○ SET TACK & 0.75" TAG, STAMPED "L.S. 9392" IN
CONCRETE FENCE POST
△ SET ALUMINUM STAKE & 1.5" ALUMINUM TAG,
STAMPED "L.S. 9392"
□ SET 0.75" IRON PIPE AND PLASTIC PLUG,
STAMPED "L.S. 9392"
● FOUND MONUMENT AS NOTED STAMPED "L.S. 5577"
PER 46 LLS 3
○ OFF SET FROM PROPERTY LINE
— TOP AND BOTTOM OF CREEK WITH DIRECTION OF SLOPE
— BACK EDGE OF SIDEWALK

Professional Land Services
James K. O'Connell, P.L.S.
California License Number: 9392
901 Sneath Lane, #117
San Bruno, CA 94066
Phone/FAX 650-244-9687

* Site Planning * Title Investigations
* Legal Descriptions * Surveying & Mapping



EXHIBIT D-1



CONSULTING ENGINEERS
AS & ME, INC. 1000 N. 10TH ST. SUITE 200
SAN BRUNO, CA 94066
TEL: (415) 331-1010
WWW.ASIENGINEERS.COM

THE OWNER, ON THE BASIS OF THE INFORMATION PROVIDED BY THE APPLICANT, HAS REVIEWED THE PRELIMINARY DESIGN AND CONCEPTS AND HAS DETERMINED THAT THE PROJECT IS FEASIBLE AND THAT THE APPLICANT HAS THE NECESSARY RESOURCES AND CAPABILITY TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

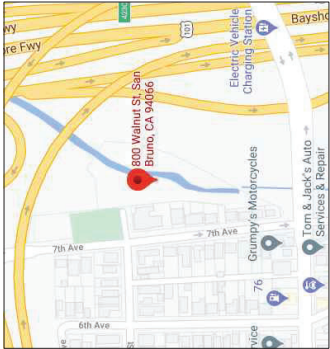


REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	AS
DESIGN DEVELOPMENT	AS
01.07.2018	AS
DESIGN DEVELOPMENT	AS
12.03.2022	AS

PROJECT TITLE
COMMERCIAL BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A0
SITE PLAN

DATE	
DESIGNED	
AS	
03.17.2018	
AS	
03.17.2018	
AS	
03.17.2018	



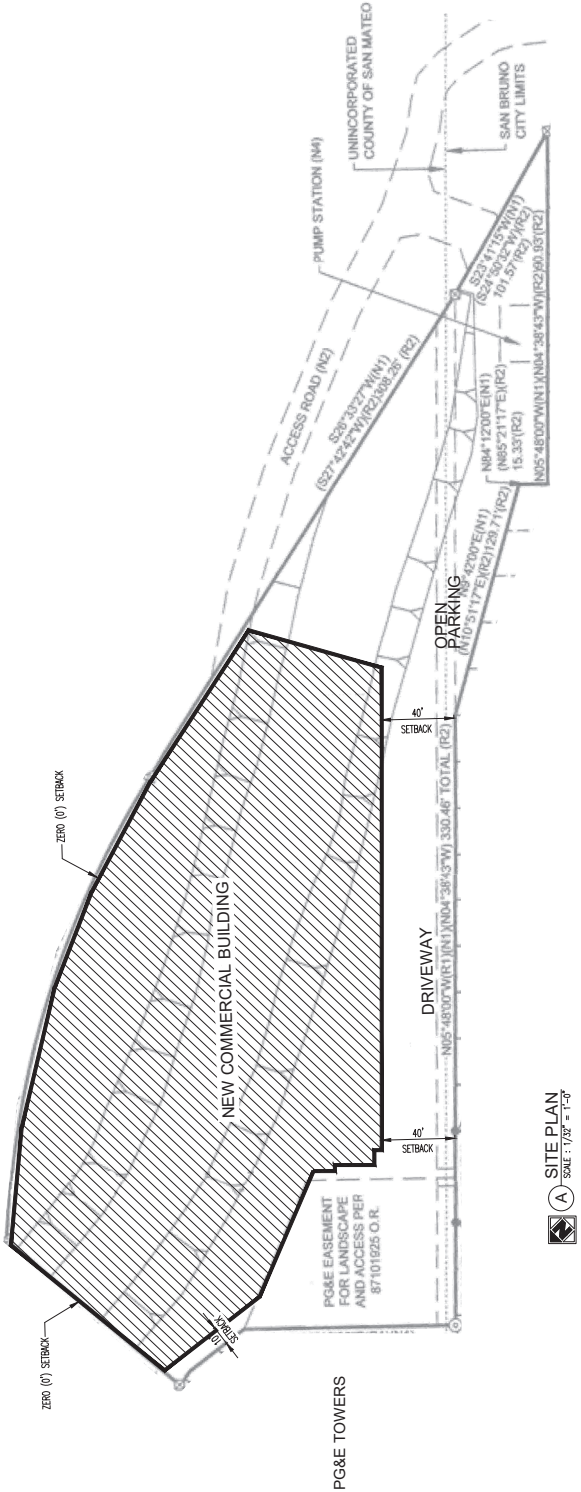

KEY MAP
SCALE: N.T.S.

PROJECT DATA:
ZONING: M-1 (LIGHT INDUSTRIAL)
OCCUPANCY: S2 (OPEN PARKING)
TYPE OF CONSTRUCTION: TYPE 1
NUMBER OF STORIES: 2
BUILDING HEIGHT ALLOWED: 75'-0" MAX.
BUILDING HEIGHT PROPOSED: 25'-0"
SPRINKLERED: YES
LOT AREA: 96,441 SF
PROPOSED FLOOR AREA: 286,050 SF
FLOOR AREA BREAKDOWN:
1ST FLOOR = 3,024 SF
2ND FLOOR = 53,095 SF
56,119 SF

SCOPE OF WORK:
SCOPE OF WORK INCLUDE THE CONSTRUCTION OF A NEW OFFICE BUILDING CORE AND SHELL, AS WELL AS SITE IMPROVEMENTS SUCH AS PARKING SPACES.

SHEET INDEX:
A0 SITE PLAN
A1 1ST FLOOR PLAN
A2 2ND FLOOR PLAN
A3 ELEVATIONS
A4 SECTIONS

APPLICABLE CODES:
2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
ALL OTHER STATE AND LOCAL ORDINANCES AND REGULATIONS INCLUDING CURRENT MUNICIPAL CODE.




A
SITE PLAN
SCALE: 1/32" = 1'-0"



THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE.

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

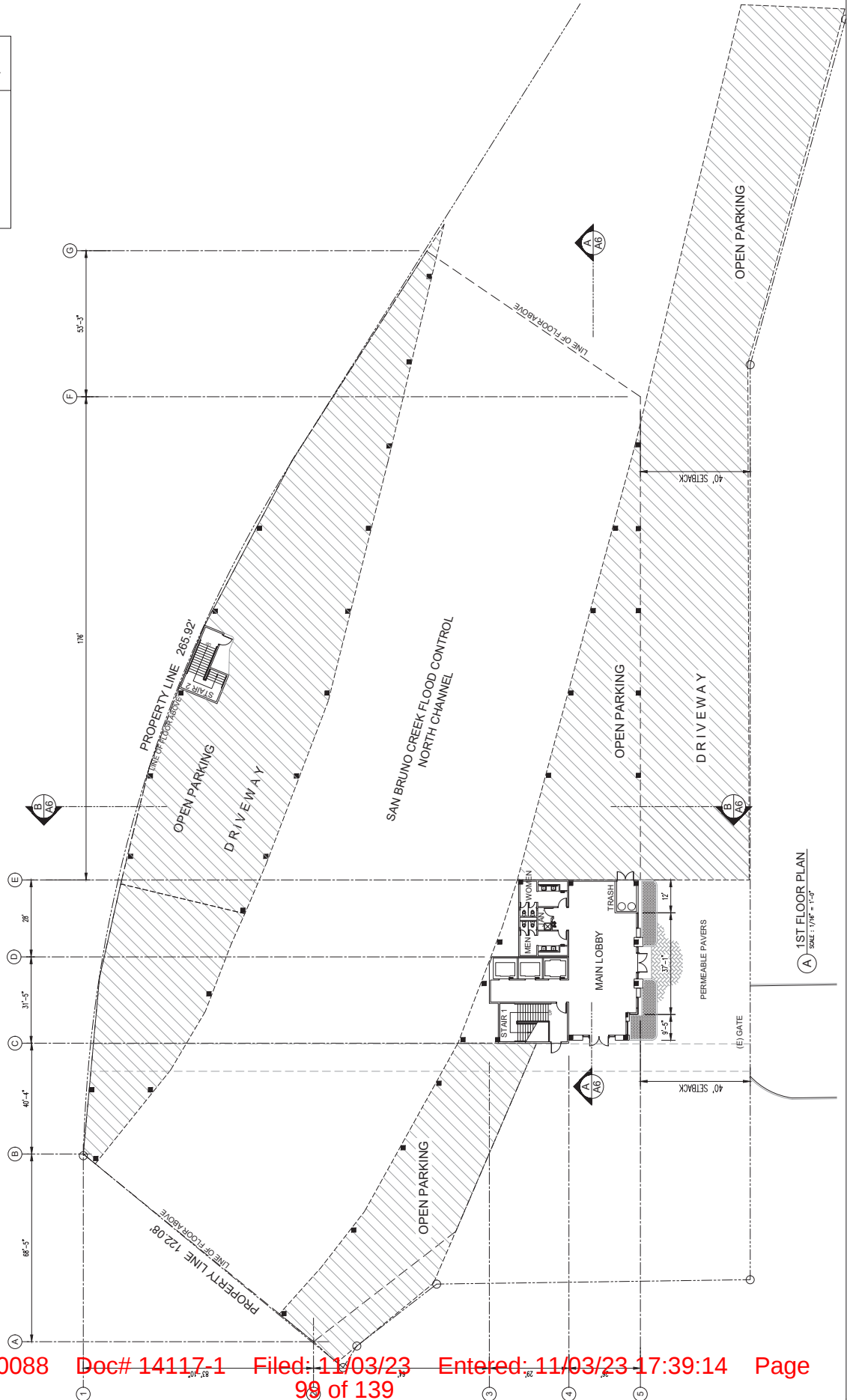
SHEET TITLE:

A1

1ST FLOOR PLAN

DRAWN	AS	DATE	02.17.2018	SCALE	AS SHOWN	100%
CHECKED	AS					

FLOOR AREA:	
SPACE DESIGNATION	AREA
LOBBY	1794 SF
RESTROOMS	419 SF
STAIR #1	386 SF
STAIR #2	273 SF
JANITOR	43 SF
TRASH CHUTE	108 SF
TOTAL	3,024 SF





THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARMISHMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART OF THEMOR SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE ON ACCEPTANCE

[illegible]

PROJECT TITLE:

COMMERCIAL BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

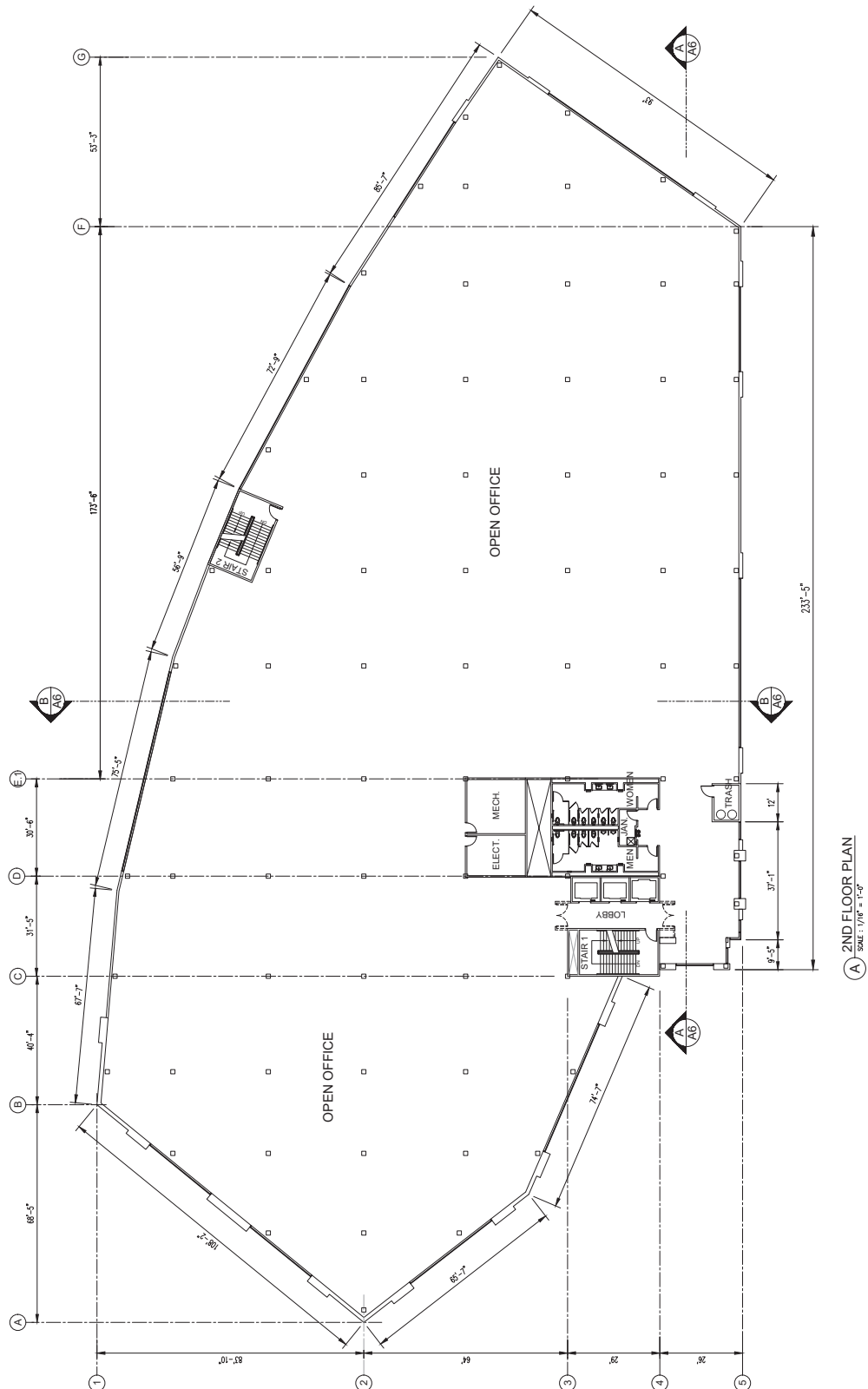
SHEET TITLE:

A2

2ND FLOOR PLAN

DRAWN	DATE
AS	02.17.2018
CHECKED	SCALE
AS	AS SHOWN
	JOB #
	-

FLOOR AREA:		AREA
SPACE DESIGNATION		
OPEN OFFICE & LOBBIES		50809 SF
RESTROOMS		758 SF
STAR #1		385 SF
STAR #2		385 SF
JANITOR		62 SF
ELECTRICAL/MECHANICAL		588 SF
TRASH CHUTE		108 SF
	TOTAL	53,095 SF





THE DRAWINGS ON THIS SHEET, SPECIFICATION, REVISIONS, ADDENDUMS, CONDITIONS OF CONTRACT, GENERAL CONDITIONS, SPECIAL CONDITIONS, NOTES, AND ANY OTHER DOCUMENTS REFERRED TO HEREIN SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND ARCHITECTS. NO PART THEREOF SHALL BE COPIED OR DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS AND ARCHITECTS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE A FURTHER CONFIRMATION OF AN ACCEPTANCE.

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE:

A4

SECTIONS

DRAWN _____ AS _____
 CHECKED _____ AS _____
 DATE 02-17-2018
 SCALE _____
 AS SHOWN _____
 JOB # _____

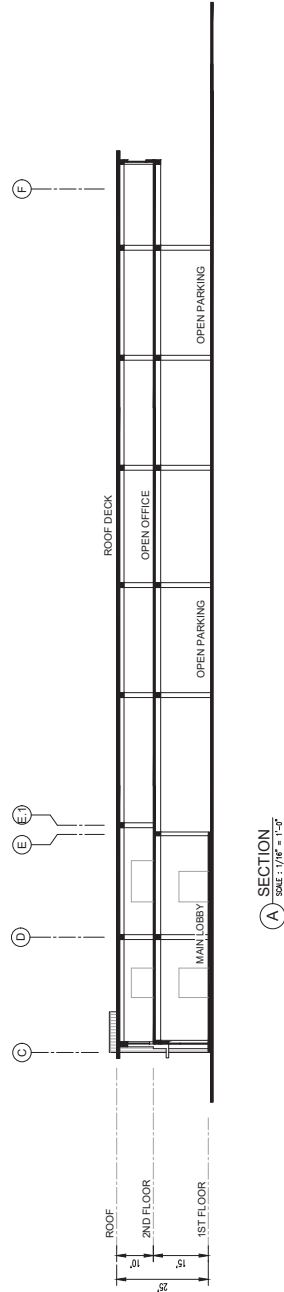
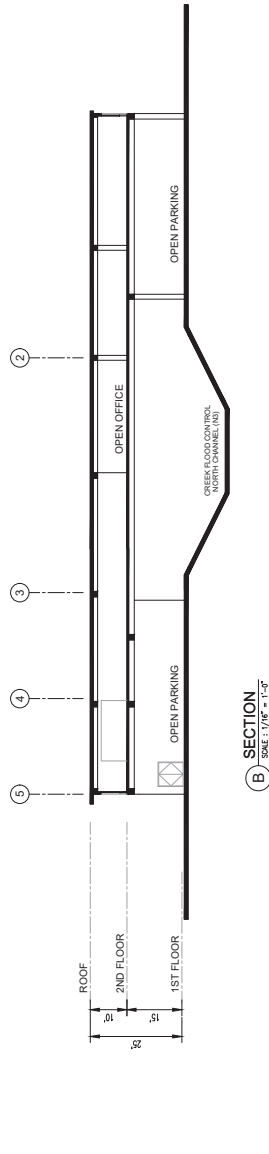



EXHIBIT D-2



CONSULTING ENGINEERS
800 S. 10TH AVE. SUITE 7
SALT LAKE CITY, UT 84119
Phone: 801.466.8800
Email: info@ast-engineers.com

THE OWNER, ON THIS SHEET, SPECIFICALLY
 REPRESENTS AND WARRANTS THAT THE
 PROJECT OF THE PRESENTING ENGINEER AND
 ANY PART OF THE PROJECT SHALL BE CONSIDERED
 WITHIN THE SCOPE OF THE PRESENTING ENGINEER'S
 PROFESSIONAL RESPONSIBILITY AND SHALL BE
 CONSIDERED AS SUCH. THE PRESENTING ENGINEER
 SHALL NOT BE RESPONSIBLE FOR ANY OTHER
 CONSULTING ENGINEER OR ARCHITECT.



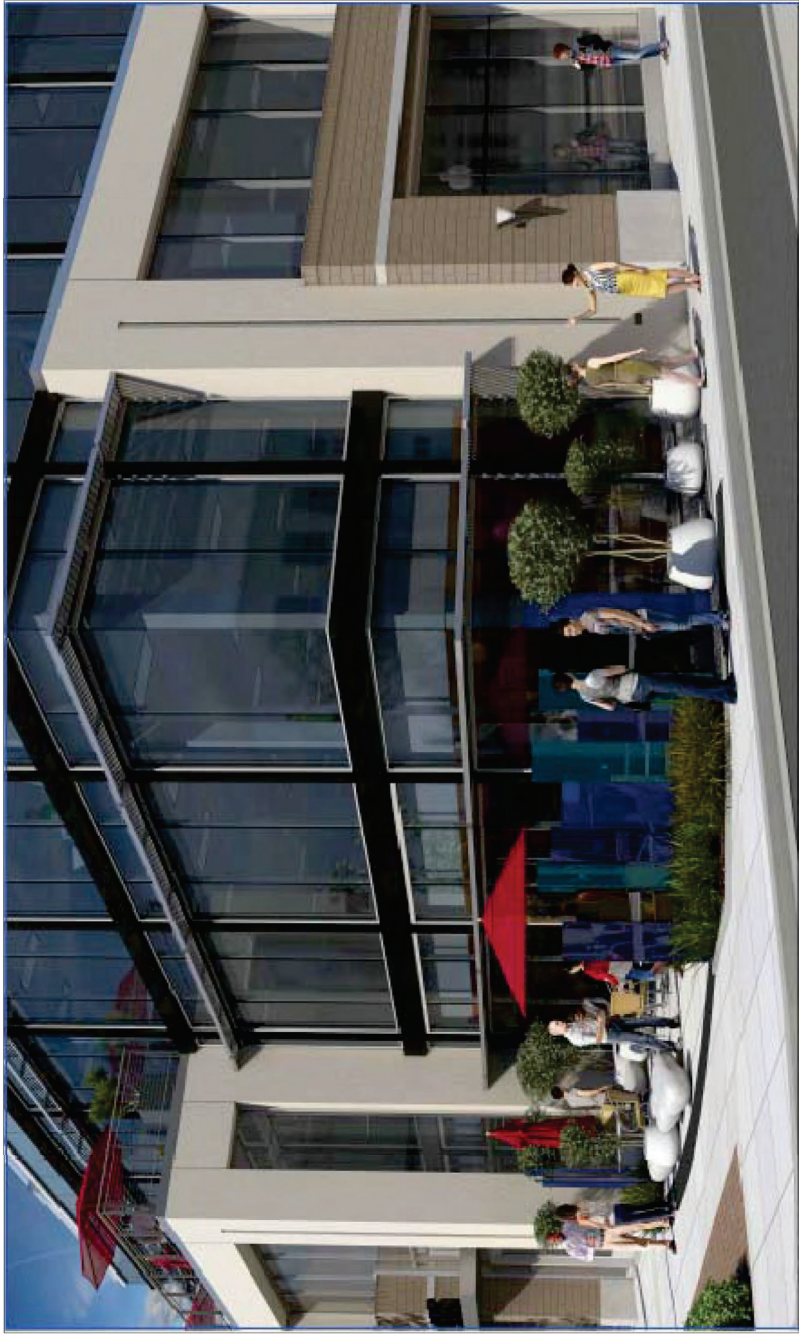
REVISIONS	BY
△ PRELIM SKETCH	AS
△ 09.01.2017	
△ DESIGN DEVELOPMENT	AS
△ 09.29.2018	
△ DESIGN DEVELOPMENT	AS
△ 12.03.2022	


PROJECT TITLE
COMMERCIAL
BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A0
COVER SHEET

DESIGN	DATE
CHECKED	AS
DATE	AS
DESIGN	AS
DATE	AS
DATE	AS

COMMERCIAL BUILDING AT 800 WALNUT ST. SAN BRUNO, CA.





CONSULTING ENGINEERS

AS & ME, INC. 1000 S. 10th St. Suite 200
 San Bruno, CA 94066
 Tel: (650) 331-1000
 Email: info@asiengineers.com

THE OWNER, ON THE BASIS OF THE INFORMATION PROVIDED, HAS REVIEWED THE PRELIMINARY DESIGN AND CONCEPTS AND HAS APPROVED THE SAME. THE OWNER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR THE COMPLETION OF THE PROJECT. THE OWNER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR THE COMPLETION OF THE PROJECT.



REVISIONS	BY
1. PRELIMINARY DESIGN	AS
2. PRELIMINARY DESIGN	AS
3. PRELIMINARY DESIGN	AS
4. PRELIMINARY DESIGN	AS
5. PRELIMINARY DESIGN	AS
6. PRELIMINARY DESIGN	AS
7. PRELIMINARY DESIGN	AS
8. PRELIMINARY DESIGN	AS
9. PRELIMINARY DESIGN	AS
10. PRELIMINARY DESIGN	AS

PROJECT TITLE

COMMERCIAL BUILDING

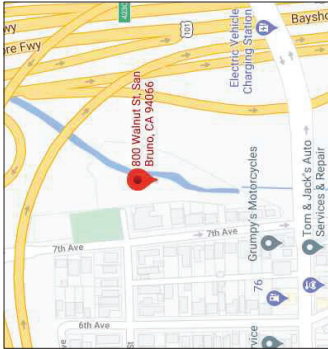
800 WALNUT STREET
 SAN BRUNO, CA 94066

SHEET TITLE

A1

SITE PLAN

DATE	03.17.2018
BY	AS
CHECKED	AS
DESIGNED	AS
PROJECT	COMMERCIAL BUILDING
OWNER	ASI ENGINEERS



PROJECT DATA:

ZONING: M-1 (LIGHT INDUSTRIAL)

OCCUPANCY: S2 (OPEN PARKING)

TYPE OF CONSTRUCTION: TYPE I

NUMBER OF STORIES: 6

BUILDING HEIGHT ALLOWED: 75'-0" MAX.

BUILDING HEIGHT PROPOSED: 70'-0"

SPRINKLERED: YES

LOT AREA: 96,441 SF

PROPOSED FLOOR AREA: 268,050 SF

FLOOR AREA BREAKDOWN:

1ST FLOOR = 3,570 SF

2ND FLOOR = 53,028 SF

3RD FLOOR = 52,863 SF

4TH FLOOR = 52,863 SF

5TH FLOOR = 52,863 SF

6TH FLOOR = 52,863 SF

268,050 SF

SCOPE OF WORK:

SCOPE OF WORK INCLUDE THE CONSTRUCTION OF A NEW OFFICE BUILDING CORE AND SHELL AS WELL AS SITE IMPROVEMENTS SUCH AS PARKING SPACES.

SHEET INDEX:

A0 COVER SHEET

A1 SITE PLAN

A2 1ST FLOOR PLAN

A3 2ND FLOOR PLAN

A4 3RD FLOOR PLAN

A5 4TH-6TH FLOOR PLAN

A6 ELEVATIONS

A7 SECTIONS

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE

2016 CALIFORNIA ELECTRICAL CODE

2016 CALIFORNIA MECHANICAL CODE

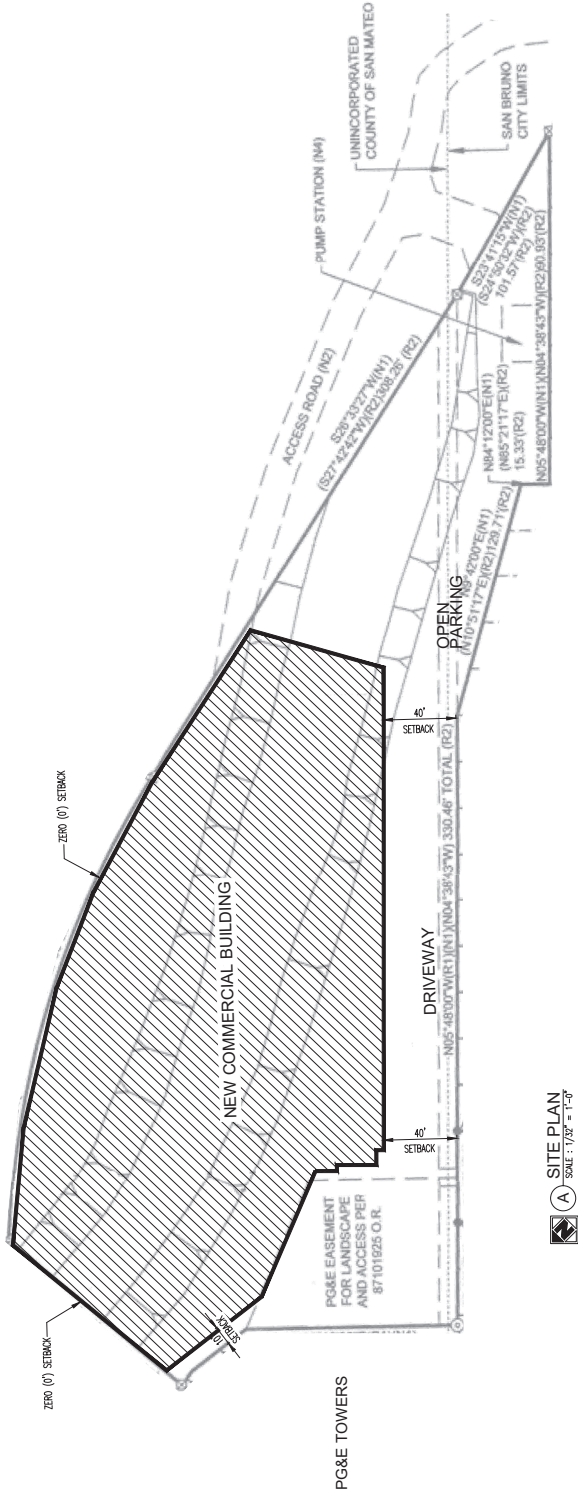
2016 CALIFORNIA PLUMBING CODE

2016 CALIFORNIA FIRE CODE

2016 CALIFORNIA ENERGY CODE

2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

ALL OTHER STATE AND LOCAL ORDINANCES AND REGULATIONS INCLUDING CURRENT MUNICIPAL CODE.





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[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

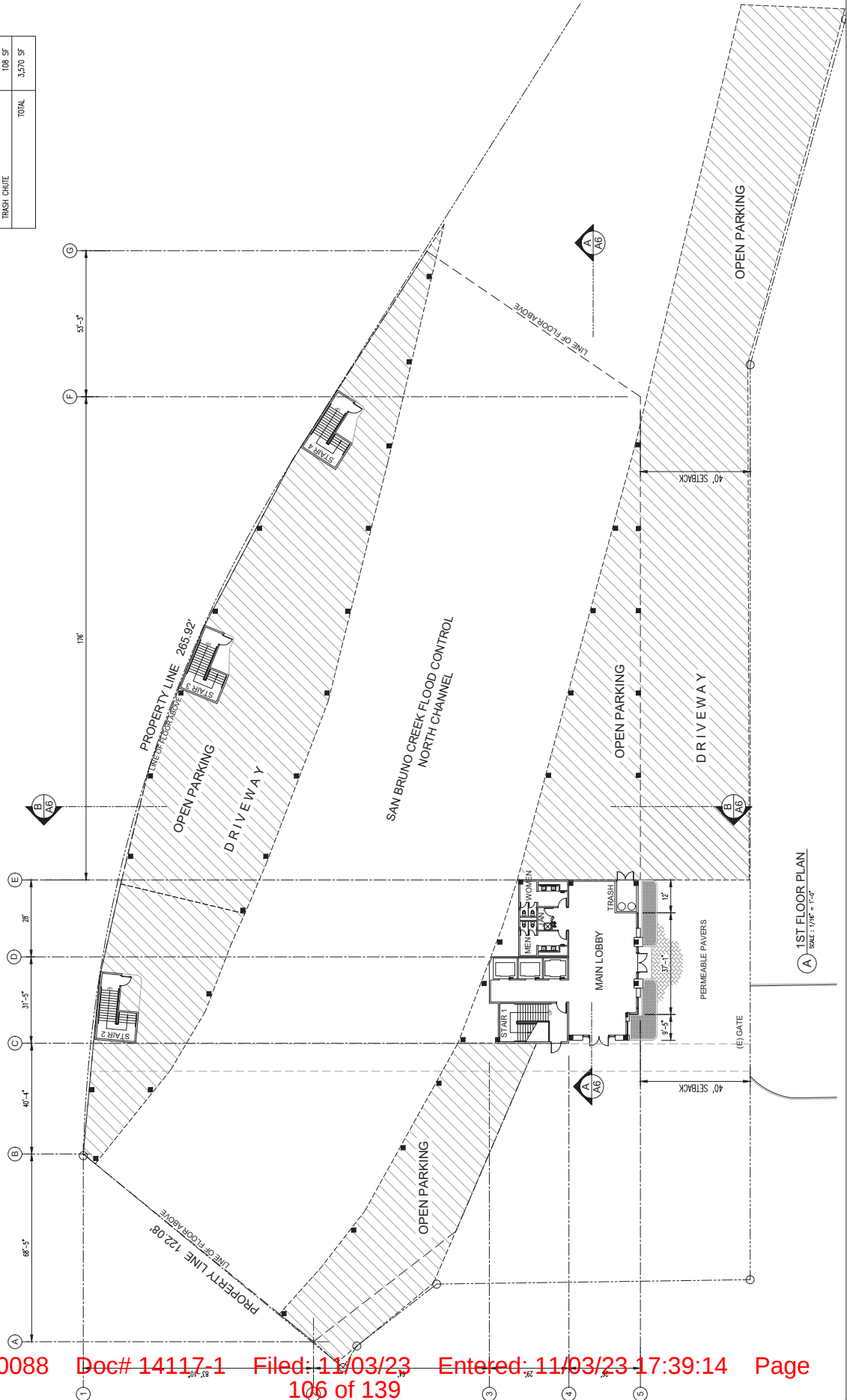
SHEET TITLE:

A2

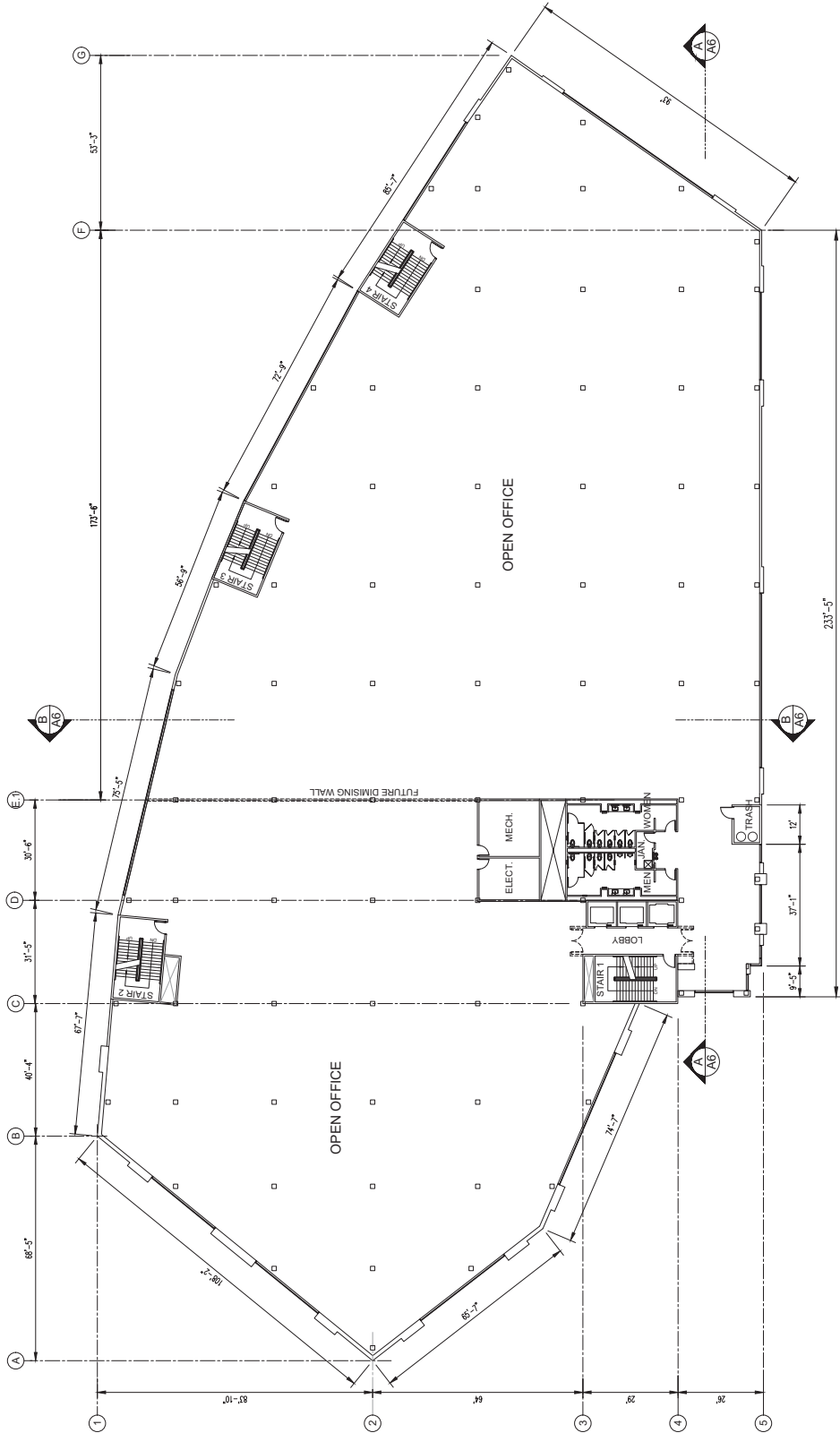
1ST FLOOR PLAN

DRAWN _____
AS _____
CHECKED _____
AS _____
DATE 02.17.2018
SCALE _____
AS SHOWN _____
JOB # _____

FLOOR AREA:	
SPACE DESCRIPTION	AREA
LOBBY	1794 SF
RESTROOMS	419 SF
STAIR #1	385 SF
STAIR #2	273 SF
STAIR #3	273 SF
STAIR #4	273 SF
JANITOR	45 SF
TRASH CHUTE	108 SF
	TOTAL
	3,570 SF



FLOOR AREA:	
SPACE DESIGNATION	AREA
OPEN OFFICE & LOBBIES	48972 SF
RESTROOMS	768 SF
STAIR #1	385 SF
STAIR #2	385 SF
STAIR #3	385 SF
STAIR #4	385 SF
JANITOR	62 SF
ELECTRICAL/MECHANICAL	588 SF
TRASH CHUTE	108 SF
TOTAL	52,038 SF



A 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"

ASI
CONSULTING ENGINEERS
445 E. 10th Ave. Suite 7
Boulder, CO 80502
Phone: 303.440.1400
Email: info@asi-engineers.com

THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT IS A COMMERCIAL BUILDING. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

REVISIONS	BY
PRELIMINARY SKETCH	AS
09.01.2017	AS
DESIGN DEVELOPMENT	AS
09.29.2017	AS
DESIGN DEVELOPMENT	AS
12.03.2017	AS

PROJECT TITLE
COMMERCIAL BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A3
2ND FLOOR PLAN

DATE	03.17.2018
BY	AS
CHECKED BY	AS
DESIGNED BY	AS
SCALE	1/16" = 1'-0"



THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART OF THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

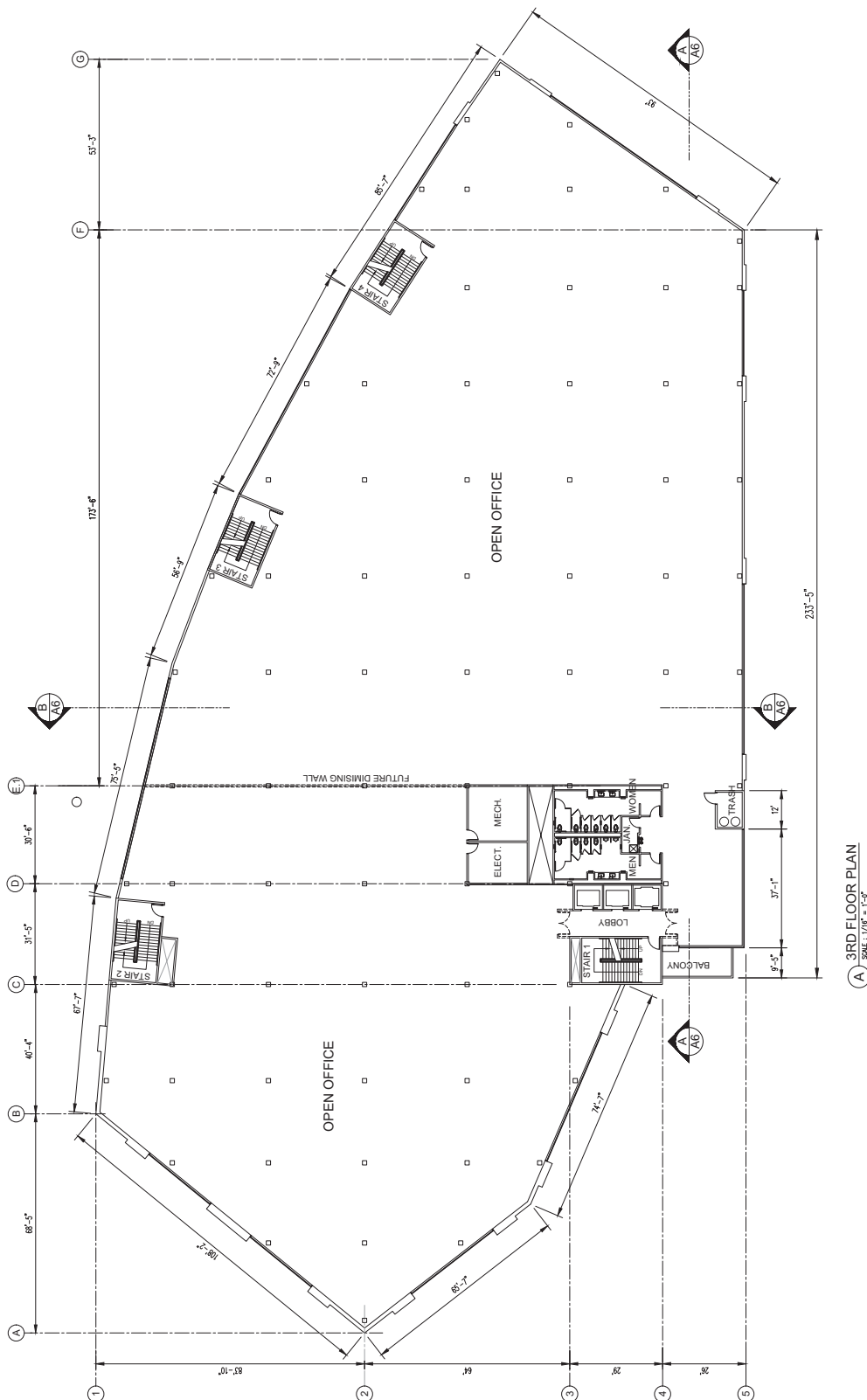
SHEET TITLE:

A4

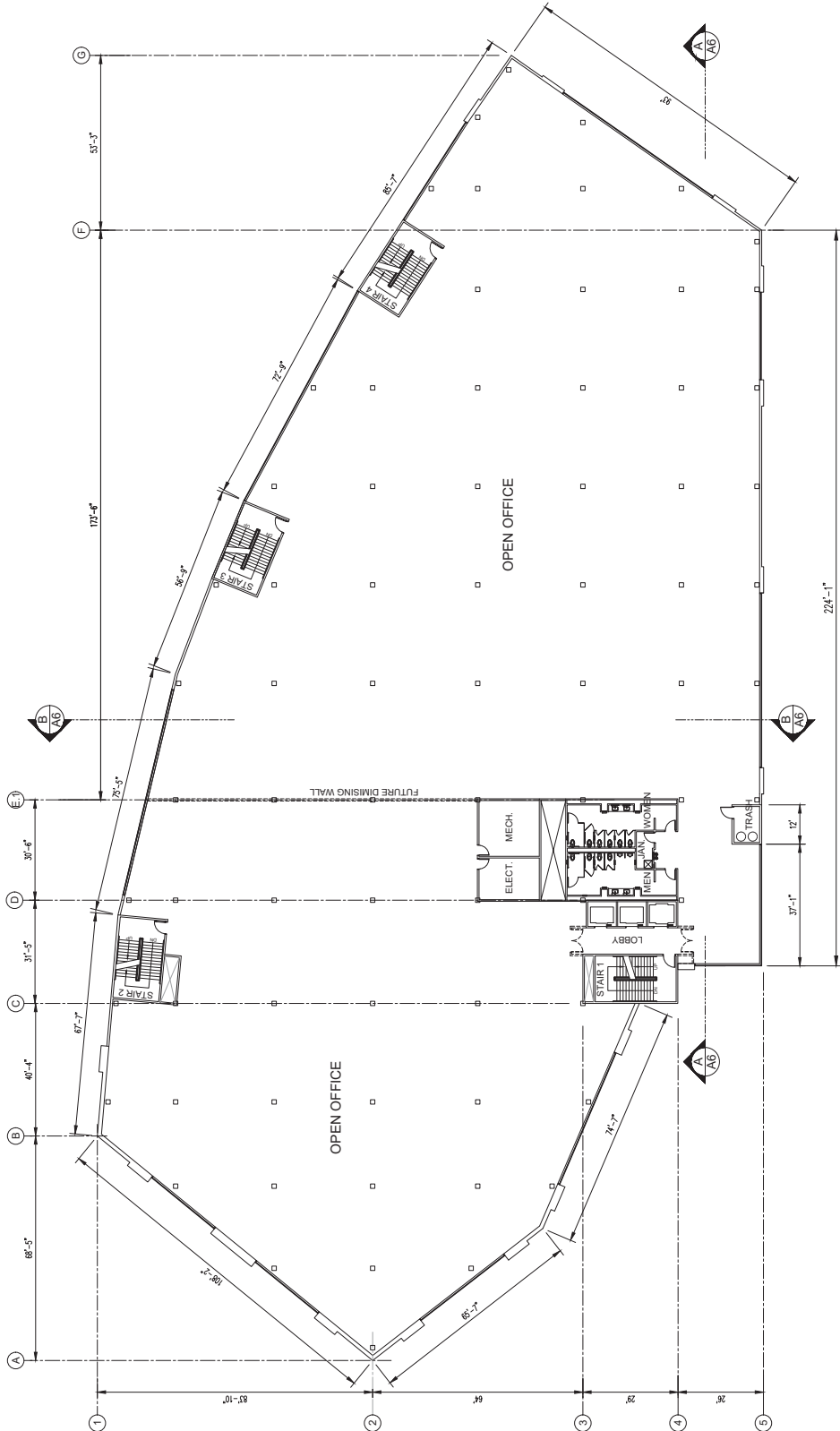
3RD FLOOR PLAN

DRAWN AS
CHECKED AS
DATE 02.17.2018
SCALE AS SHOWN
JOB #
--

FLOOR AREA:		AREA
SPACE DESIGNATION		
OPEN OFFICE & LOBBIES		49,979 SF
RESTROOMS		768 SF
STAR #1		365 SF
STAR #2		365 SF
STAR #3		365 SF
STAR #4		365 SF
JANITOR		62 SF
ELECTRICAL/MECHANICAL		588 SF
TRASH CHUTE		108 SF
	TOTAL	52,863 SF



FLOOR AREA:	
SPACE DESIGNATION	AREA
OPEN OFFICE & LOBBIES	49797 SF
RESTROOMS	768 SF
STAIR #1	385 SF
STAIR #2	385 SF
STAIR #3	385 SF
STAIR #4	385 SF
JANITOR	62 SF
ELECTRICAL/MECHANICAL	588 SF
TRASH CHUTE	108 SF
TOTAL	52,863 SF



A 4TH-6TH FLOOR PLAN
SCALE: 1/16" = 1'-0"

ASI
CONSULTING ENGINEERS
405 S. 10TH AVE. SUITE 7
SALT LAKE CITY, UT 84111
801.466.8800
www.asi-engineers.com

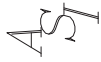
THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT IS A COMMERCIAL BUILDING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.

REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	AS
DESIGN DEVELOPMENT	AS
09.29.2017	AS
DESIGN DEVELOPMENT	AS
12.03.2022	AS

PROJECT TITLE
COMMERCIAL BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A5
4TH-6TH FLOOR PLAN

DATE	03.17.2018
BY	AS
CHECKED BY	AS
DATE	03.17.2018
BY	AS
CHECKED BY	AS
DATE	03.17.2018



CONSULTING ENGINEERS

AS E. 1000 4th Street
San Francisco, CA 94107
Tel: 415.774.1414
Email: info@ast-engineers.com

THE OWNER ON THIS SHEET, INFORMATION
AND MATERIALS AND SHALL BE THE
RESPONSIBILITY OF THE ARCHITECT.
NO PART OF THIS SHEET SHALL BE
REPRODUCED OR TRANSMITTED IN
ANY FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
SYSTEMS, WITHOUT PERMISSION IN
WRITING FROM AST ENGINEERS.
CONSULTANTS SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND
CONDUCTING ALL NECESSARY FIELD AND
LABORATORY TESTING.

REVISIONS	BY
PRELIM SKETCH	AS
09.11.2017	
DESIGN DEVELOPMENT	AS
09.27.2018	
DESIGN DEVELOPMENT	AS
12.03.2022	

PROJECT TITLE

COMMERCIAL
BUILDING

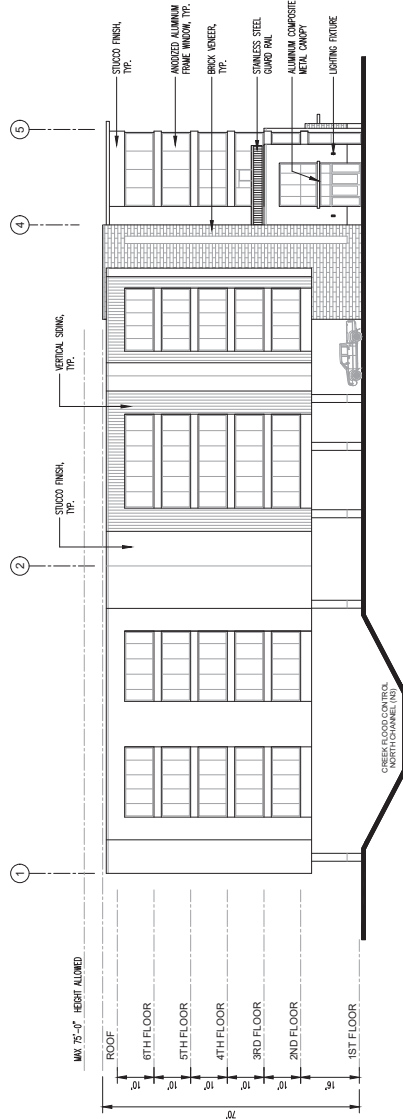
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE

A6

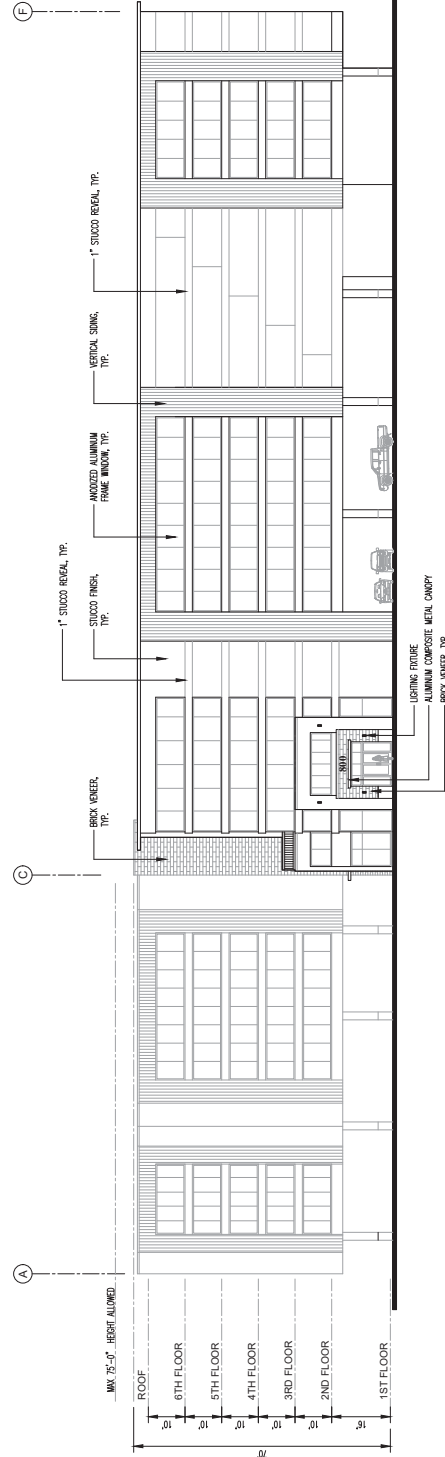
ELEVATIONS

DATE	01.11.2023
DESIGNED BY	AS
CHECKED BY	AS
DATE	03.17.2018
DESIGNED BY	AS
CHECKED BY	AS
DATE	01.11.2023



(B) NORTH ELEVATION

SCALE: 1/16" = 1'-0"



(A) WEST ELEVATION

SCALE: 1/16" = 1'-0"



THE DRAWINGS ON THIS SHEET, SPECIFICATION, LEGEND, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK ON PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

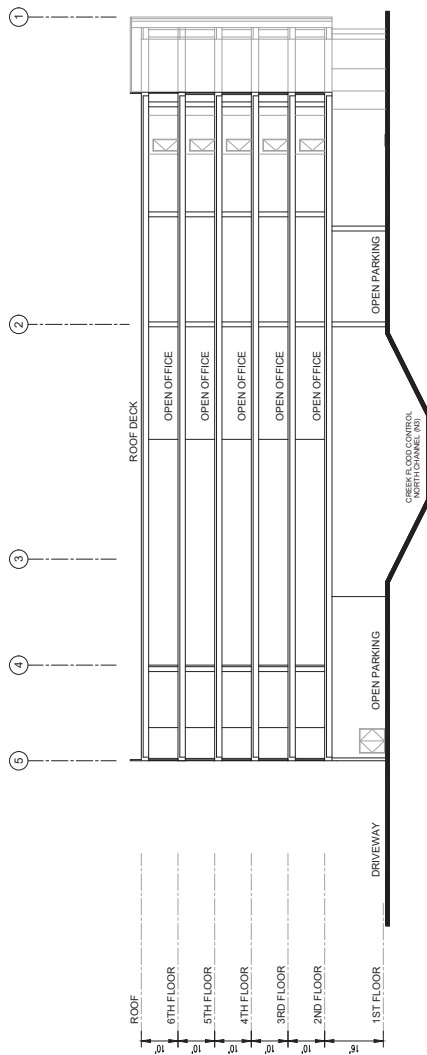
800 WALNUT STREET
SAN BRUNO, CA. 94066

SHEET TOTAL

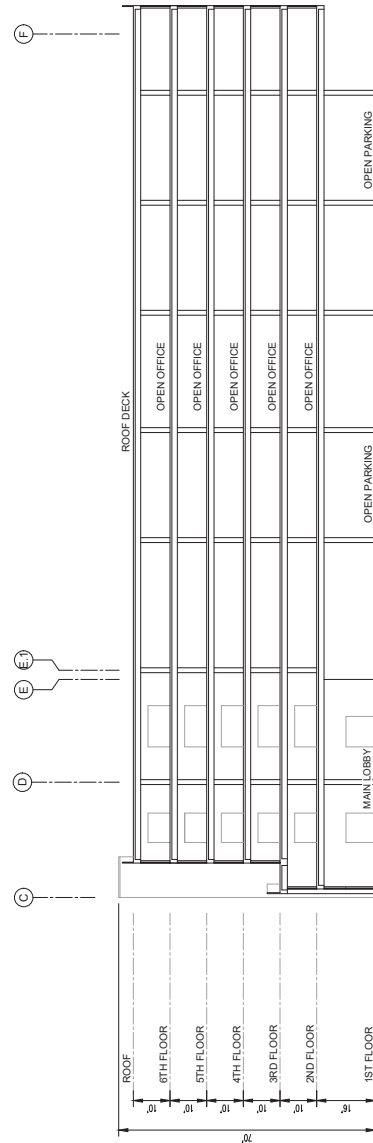
A7

SECTION 10

DRAWN _____
AS _____
CHECKED _____
AS _____
DATE 02.17.2018
SCALE _____
AS SHOWN _____
JOB # _____
—



SECTION
SCALE : 1/16" = 1'-0"



SECTION
SCALE : 1/16" = 1'-0"

LAWRENCE A. JACOBSON, SBN 057393
SEAN M. JACOBSON, SBN 227241
COHEN AND JACOBSON, LLP
66 Bovet Road, Suite 285
San Mateo, CA 94402
Telephone: (650) 261-6280
laj@cohenandjacobson.com

Attorneys for Amir Shahmirza
(Agent for Komir, Inc.) and Komir, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

10	In re	Case No. 19-30088 (DM)
11	PG&E CORPORATION,	Chapter 11
12	- and -	(Lead Case) (Jointly Administered)
13	PACIFIC GAS AND ELECTRIC	FIRST SUPPLEMENTAL RESPONSE BY
14	COMPANY,	CLAIMANT KOMIR, INC. TO
15	Debtors.	DEBTORS' REQUESTS FOR
16	G Affects PG&E Corporation	PRODUCTION OF DOCUMENTS, SET
17	G Affects Pacific Gas and Electric Company	NO. ONE
18	O Affects both Debtors	

FIRST SUPPLEMENTAL RESPONSE BY CLAIMANT KOMIR, INC. TO DEBTORS'
REQUEST FOR PRODUCTION OF DOCUMENTS, SET NO. ONE

1 Claimant Komir, Inc. and its agent Amir Shahmirza (“Responding Party”) further respond to
2 the Requests for Production of Documents, Set No. One, propounded by Debtors to Claimant Amir
3 Shahmirza as agent for Komir, Inc. as defined as “YOU” in the Requests for Production of
4 Documents as set forth below.

5 **SUPPLEMENTAL RESPONSE TO REQUESTS FOR PRODUCTION**

6 **REQUEST NO. 12(A)¹:**

7 All DOCUMENTS CONCERNING OR RELATED TO any plans YOU have to build any
8 structure on the property located at 800 Walnut Street, San Bruno California, (the “Property”) as
9 identified by the Declaration of Amir Shahmirza at paragraph 1, dated April 3, 2023 (Docket No.
10 13654-1) from and after December 18, 2000.

11 **RESPONSE TO REQUEST NO. 12(A):**

12 Responding Party produces herewith its alternative design drawings of the building that
13 Responding Party intends to construct on the Property, copy attached as Exhibit C-3 and C-4 hereto.

14 Dated: September 11, 2023

COHEN AND JACOBSON, LLP

16 By: /s/ Lawrence A. Jacobson
17 Lawrence A. Jacobson
18 Attorneys for Claimant and Respondent

25 ¹ Inasmuch as the Requests for Production of Documents includes two Requests No. 12,
26 Responding Party distinguishes those two Requests as 12A and 12B.

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VERIFICATION

I, Amir Shahmirza, am an officer of Komir, Inc., and I am authorized to make this verification on its behalf and for myself individually.

I have read the foregoing First Supplemental Response to Requests for Production of Documents, Set One, and know the contents thereof and declare that the same are true of my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

Executed at San Mateo, California, on the 11th day of September, 2023.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

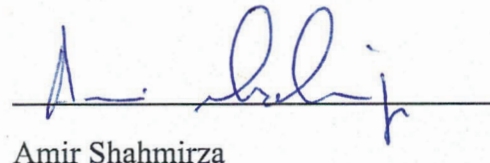


Amir Shahmirza

EXHIBIT C-3



CONSULTING ENGINEERS
800 S. 10TH AVE. SUITE 7
SALT LAKE CITY, UT 84119
Phone: 801.466.8800
Email: info@ast-engineers.com

THE OWNER, ON THIS SHEET, SPECIFICALLY
 REPRESENTS AND WARRANTS THAT THE
 PROJECT OF THE PRESENTING ENGINEER AND
 ANY PART OF THE PROJECT SHALL BE COMPLETED
 WITHIN THE TIME FRAME OF THE PRESENTATION
 WITHIN THE BUDGET OF THE PROJECT. THE
 PRESENTING ENGINEER SHALL BE RESPONSIBLE
 FOR THE PROJECT'S SUCCESS OR FAILURE.
 CONSULTANT'S LIABILITY IS LIMITED TO THE
 CONSULTANT'S NEGLIGENCE OR INADEQUATE
 CONSULTANT'S EXPERIENCE OR REPUTATION.




REVISIONS	BY
1. PRELIM SKETCH	AS
2. DESIGN DEVELOPMENT	AS
3. DESIGN DEVELOPMENT	AS
4. DESIGN DEVELOPMENT	AS
5. DESIGN DEVELOPMENT	AS
6. DESIGN DEVELOPMENT	AS
7. DESIGN DEVELOPMENT	AS
8. DESIGN DEVELOPMENT	AS
9. DESIGN DEVELOPMENT	AS
10. DESIGN DEVELOPMENT	AS

PROJECT TITLE
COMMERCIAL
BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A0
COVER SHEET

DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE
DESIGN	DATE





CONSULTING ENGINEERS

AS E. 3RD AVE. SUITE 7
 SAN BRUNO, CA 94066
 TEL: (650) 331-1074
 EMAIL: info@asiengineers.com

THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT DESCRIBED HEREIN IS A DEVELOPMENT OF THE PROJECT DESCRIBED HEREIN AND THAT THE PROJECT DESCRIBED HEREIN IS A DEVELOPMENT OF THE PROJECT DESCRIBED HEREIN. THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT DESCRIBED HEREIN IS A DEVELOPMENT OF THE PROJECT DESCRIBED HEREIN. THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT DESCRIBED HEREIN IS A DEVELOPMENT OF THE PROJECT DESCRIBED HEREIN.



REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	AS
DESIGN DEVELOPMENT	AS
09.29.2017	AS
DESIGN DEVELOPMENT	AS
12.05.2022	AS

PROJECT TITLE

COMMERCIAL BUILDING

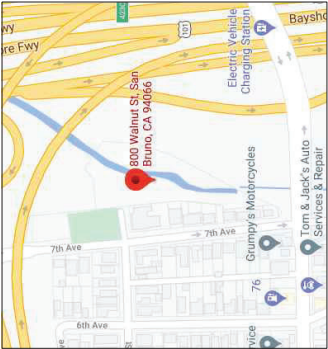
800 WALNUT STREET
 SAN BRUNO, CA 94066

SHEET TITLE

A1

SITE PLAN

DATE	
DESIGNED	
AS	
02.17.2018	
DESIGNED	
AS	
02.17.2018	



KEY MAP

SCALE: N.T.S.

PROJECT DATA:

ZONING: M-1 (LIGHT INDUSTRIAL)

OCCUPANCY: SZ (OPEN PARKING)

TYPE OF CONSTRUCTION: TYPE I

NUMBER OF STORIES: 6

BUILDING HEIGHT ALLOWED: 75'-0" MAX.

BUILDING HEIGHT PROPOSED: 70'-0"

SPRINKLERED: YES

LOT AREA: 96,441 SF

PROPOSED FLOOR AREA: 286,050 SF

FLOOR AREA BREAKDOWN:

1ST FLOOR = 3,608 SF

2ND FLOOR = 41,929 SF

3RD FLOOR = 41,698 SF

4TH FLOOR = 41,698 SF

5TH FLOOR = 41,698 SF

6TH FLOOR = 41,698 SF

212,329 SF

SCOPE OF WORK:

SCOPE OF WORK INCLUDE THE CONSTRUCTION OF A NEW OFFICE BUILDING CORE AND SHELL AS WELL AS SITE IMPROVEMENTS SUCH AS PARKING SPACES.

SHEET INDEX:

A0 COVER SHEET

A1 SITE PLAN

A2 1ST FLOOR PLAN

A3 2ND FLOOR PLAN

A4 3RD FLOOR PLAN

A5 4TH-6TH FLOOR PLAN

A6 ELEVATIONS

A7 SECTIONS

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE

2016 CALIFORNIA ELECTRICAL CODE

2016 CALIFORNIA MECHANICAL CODE

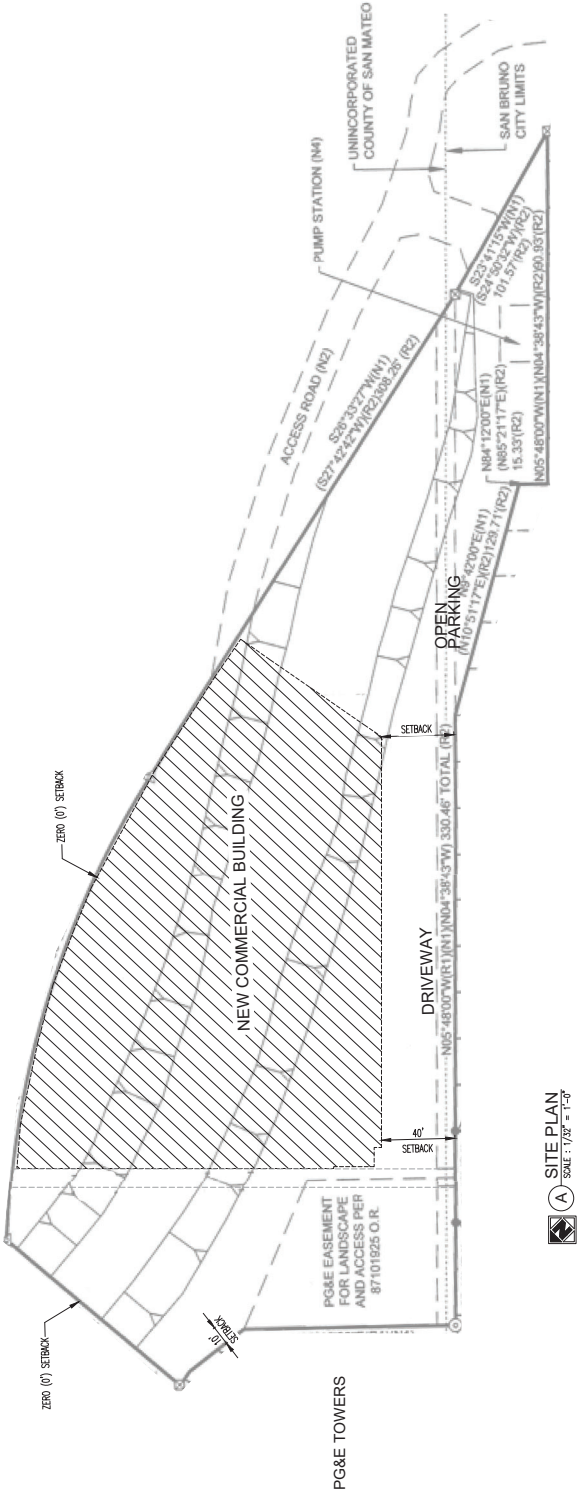
2016 CALIFORNIA PLUMBING CODE

2016 CALIFORNIA FIRE CODE

2016 CALIFORNIA ENERGY CODE

2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

ALL OTHER STATE AND LOCAL ORDINANCES AND REGULATIONS INCLUDING CURRENT MUNICIPAL CODE.

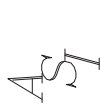


A SITE PLAN

SCALE: 1/32" = 1'-0"

FLOOR AREA:

SPACE DESIGNATION	AREA
MAIN LOBBY	2041 SF
RESTROOMS	408 SF
STAIR #1	386 SF
STAIR #2	277 SF
STAIR #3	277 SF
JANITOR	60 SF
MACHINE ROOM	168 SF
TOTAL	3,605 SF



CONSULTING ENGINEERS
 415 E. 9th Ave. Suite 7
 San Bruno, CA 94066
 (650) 330-1424
 Email: info@asiengineers.com

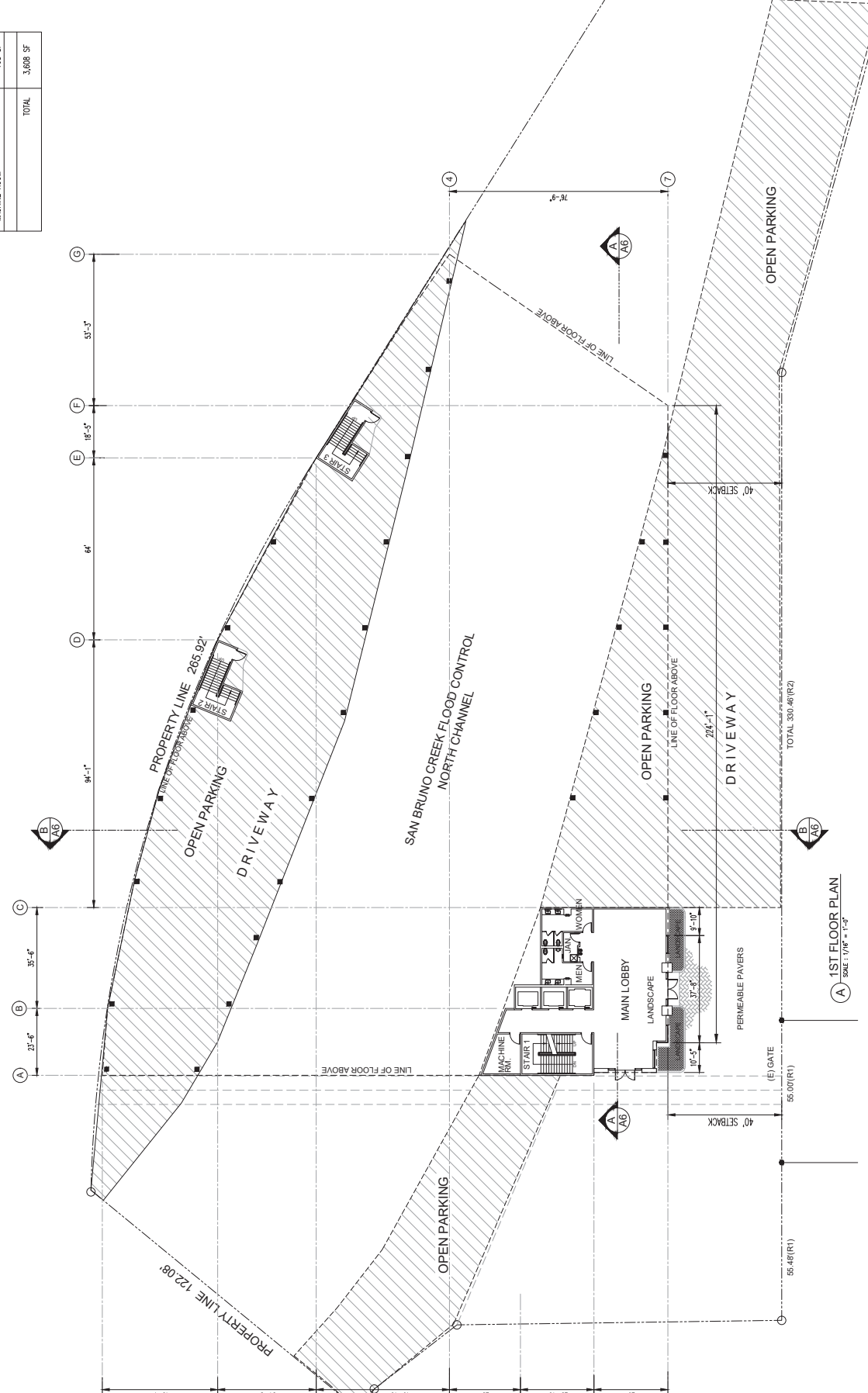
THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT AND THE INFORMATION HEREON ARE THE PROPERTY OF ASI ENGINEERS AND ARCHITECTS, INC. AND SHALL BE THE PROPERTY OF ASI ENGINEERS AND ARCHITECTS, INC. NO PART OF THIS SHEET SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ASI ENGINEERS AND ARCHITECTS, INC. CONSULTING ENGINEERS OR ARCHITECTS.

REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	
DESIGN DEVELOPMENT	AS
01.27.2018	
DESIGN DEVELOPMENT	AS
12.03.2022	


PROJECT TITLE
COMMERCIAL BUILDING
 800 WALNUT STREET
 SAN BRUNO, CA 94066

SHEET TITLE
A2
 1ST FLOOR PLAN

DATE	01.27.2018
BY	AS
DATE	02.17.2018
BY	AS
DATE	03.07.2018
BY	AS



FLOOR AREA:	
SPACE DESIGNATION	AREA
OPEN OFFICE & LOBBIES	39,425 SF
RESTROOMS	815 SF
STAIR #1	385 SF
STAIR #2	385 SF
STAIR #3	385 SF
JANITOR	60 SF
ELECTRICAL/MECHANICAL	474 SF
TOTAL	41,929 SF



CONSULTING ENGINEERS
AS E. INC. AND AS E. INC. P
800 WALNUT STREET
SAN BRUNO, CA 94066
www.asi-engineers.com

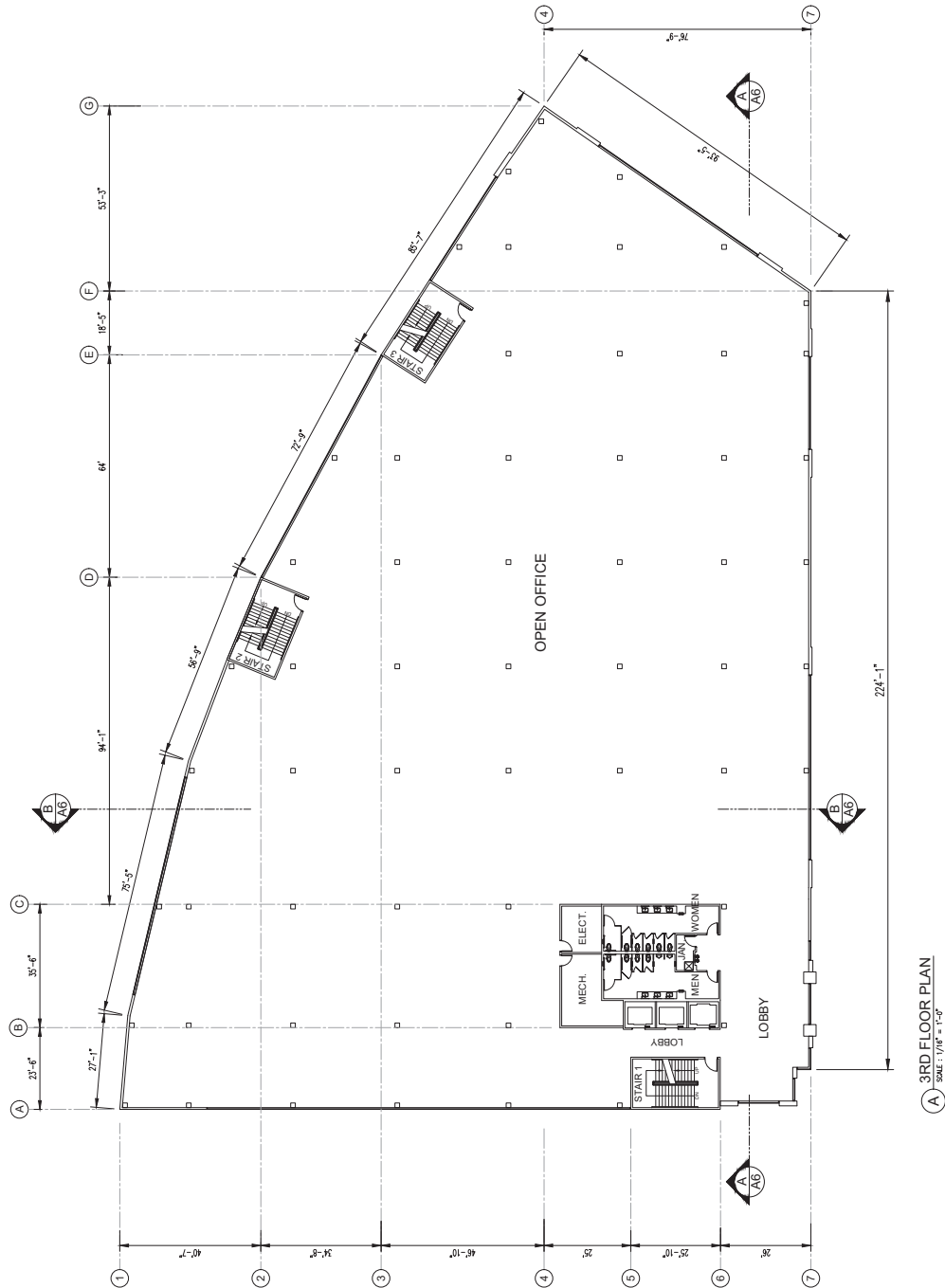
THE OWNER, ON THIS SHEET, REPRESENTS THAT THE PROJECT IS A COMMERCIAL BUILDING AND THAT THE PROJECT IS NOT A RESIDENTIAL BUILDING. THE OWNER'S REPRESENTATION IS BASED ON THE INFORMATION PROVIDED BY THE OWNER AND THE ARCHITECT. THE ARCHITECT'S REPRESENTATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND THE OWNER. THE ARCHITECT'S REPRESENTATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND THE OWNER. THE ARCHITECT'S REPRESENTATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND THE OWNER.

REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	
DESIGN DEVELOPMENT	AS
09.29.2017	
DESIGN DEVELOPMENT	AS
12.03.2022	

PROJECT TITLE
COMMERCIAL BUILDING
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A3
2ND FLOOR PLAN

DATE	09.01.2017
BY	AS
DATE	09.29.2017
BY	AS
DATE	12.03.2022
BY	AS





THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE ON ACCEPTANCE

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

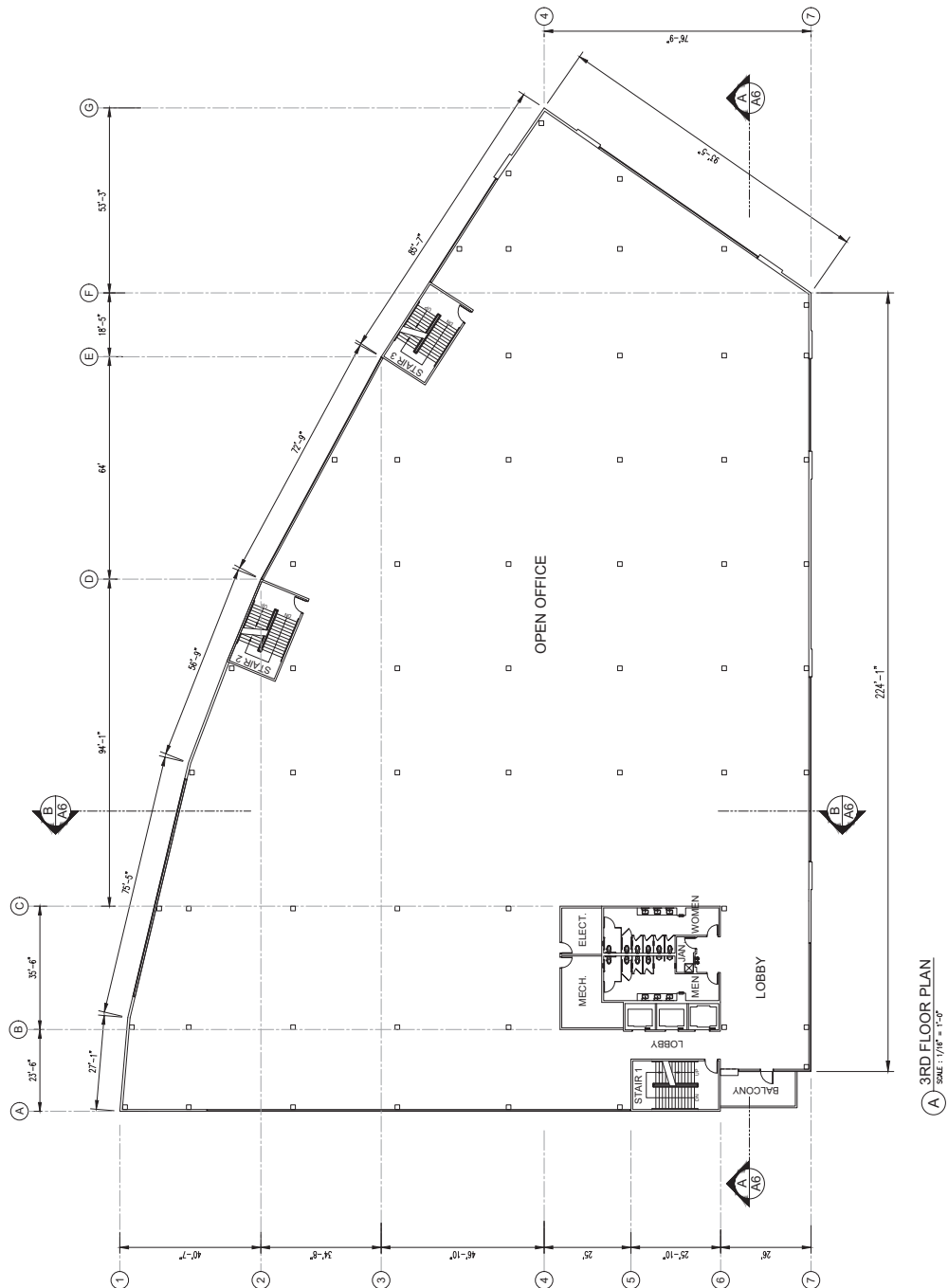
SHEET TITLE:

A4

3RD FLOOR PLAN

DRAWN _____
 AS _____
 CHECKED _____
 AS _____
 DATE _____
 02.17.2018
 SCALE _____
 AS SHOWN
 JOB # _____

FLOOR AREA:		AREA
SPACE DESIGNATION		
OPEN OFFICE & LOBBIES		39,194 SF
RESTROOMS		815 SF
STAR #1		385 SF
STAR #2		385 SF
STAR #3		395 SF
JANITOR		60 SF
ELECTRICAL/MECHANICAL		474 SF
	TOTAL	41,698 SF





THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED OR REPRODUCED BY ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. ANY UNLAWFUL REPRODUCTION OR UNLAWFUL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE.

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

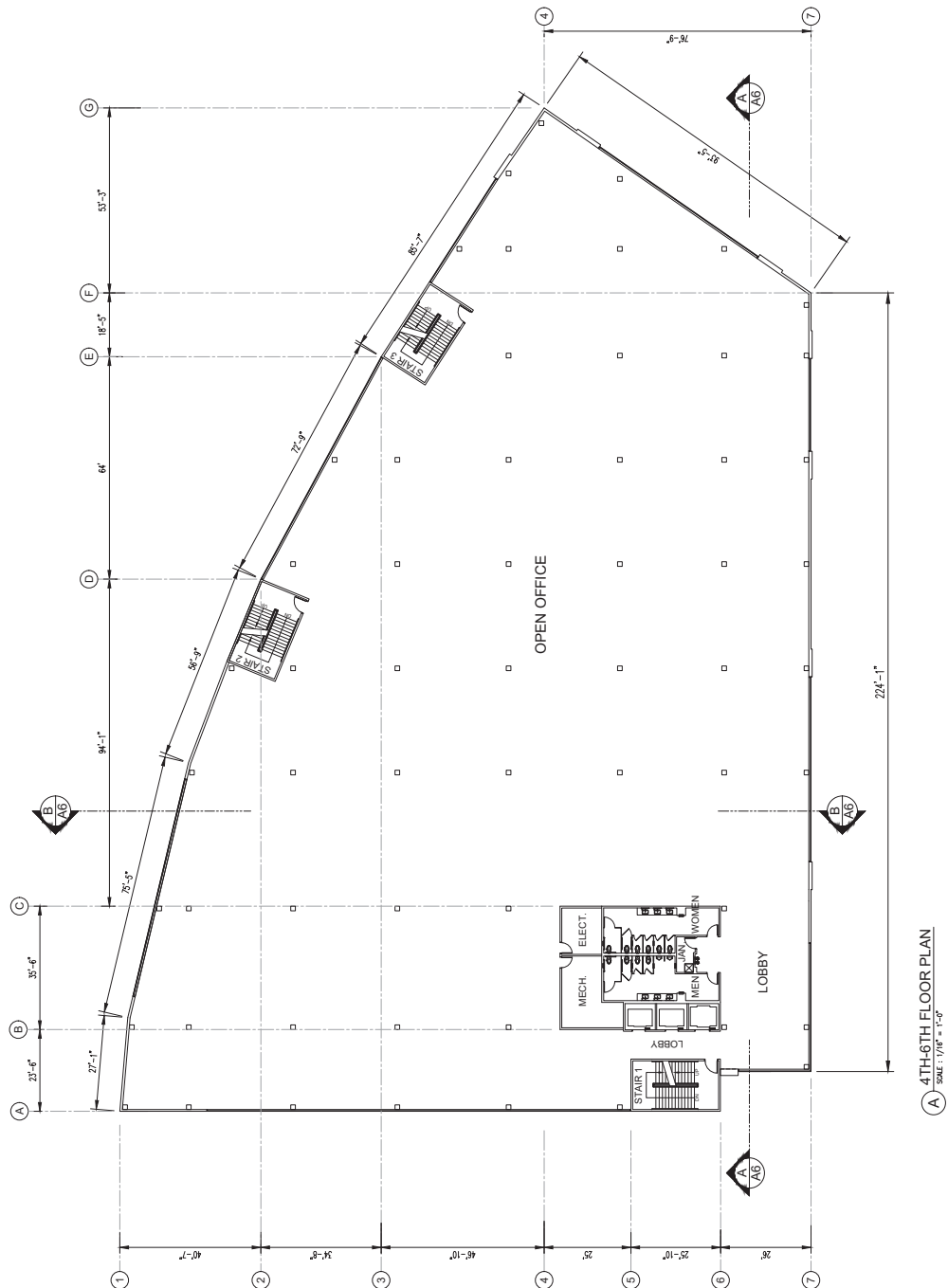
SHEET TITLE:

A5

4TH--6TH FLOOR PLAN

DRAGON	AS	CHECKED	AS	DATE	02-17-2018	SCALE	AS SHOWN	JOB #	-
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FLOOR AREA:		AREA
SPACE DESIGNATION		
OPEN OFFICE & LOBBIES		39,194 SF
RESTROOMS		815 SF
STAR #1		385 SF
STAR #2		395 SF
STAR #3		395 SF
JANITOR		60 SF
ELECTRICAL/MECHANICAL		474 SF
	TOTAL	41,598 SF





THE DRAWINGS ON THIS SHEET, SPECIFICATION, MEASUREMENTS, DETAILS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, REPRODUCED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. ANY UNAUTHORIZED CONTACT WITH THESE PLANS CONSTITUTE A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ENGINEER. CONCLUSIVE EVIDENCE OF ACCEPTANCE

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

800 WALNUT STREET
SAN BRUNO, CA. 94066

SHEET TITLE:

A6

ELEVATIONS

DRAWN
AS

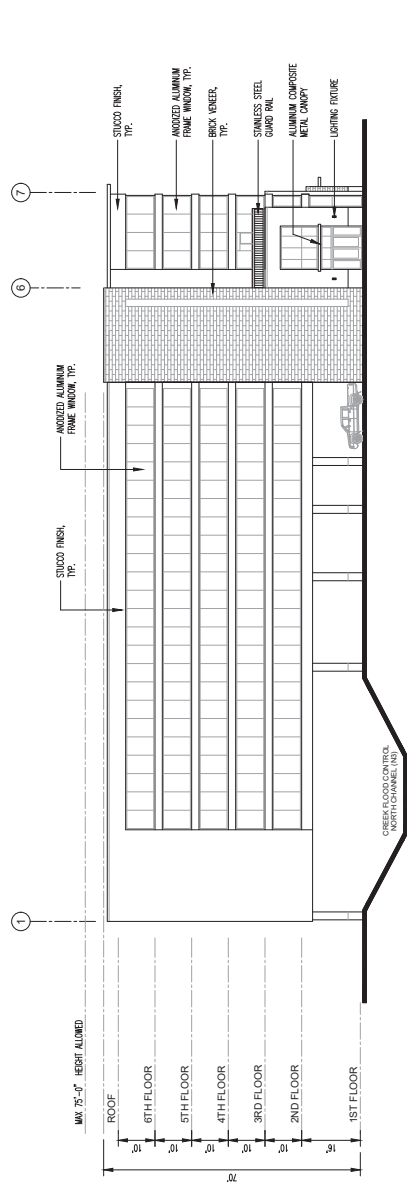
CHECKED
AS

DATE
02-17-2018

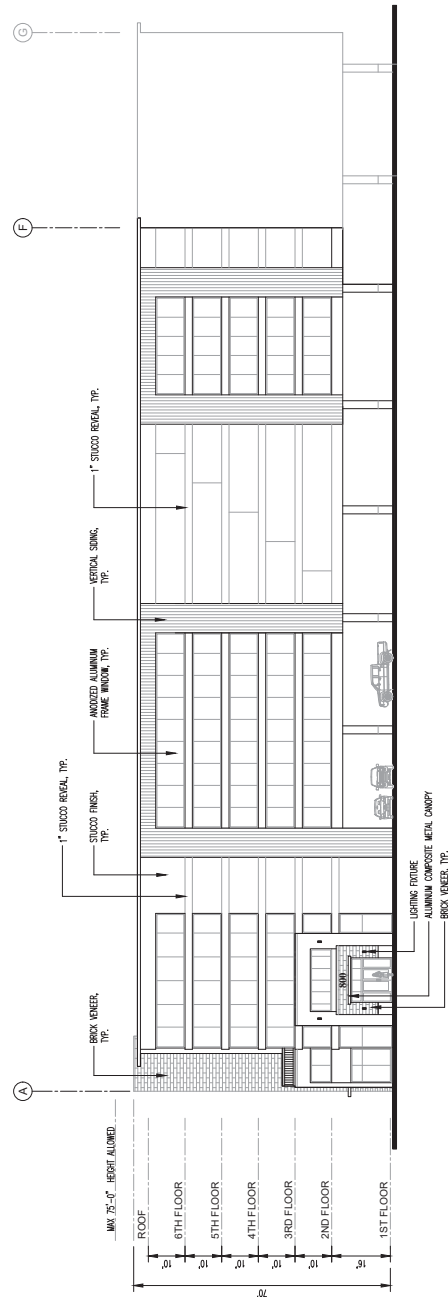
SCALE
AS SHOWN

JOB #

--



B NORTH ELEVATION
SCALE: 1/16" = 1'-0"



A WEST ELEVATION
SCALE: 1/16" = 1'-0"



THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE.

[illegible]

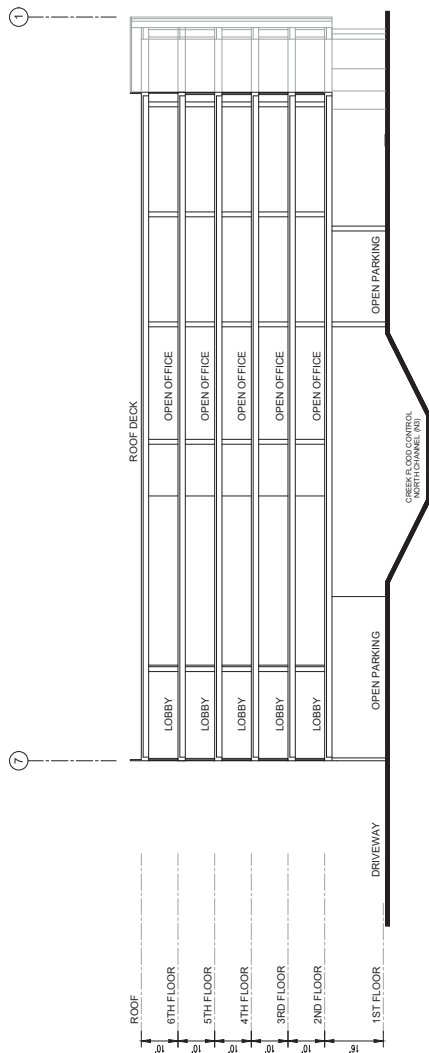
PROJECT TITLE:

COMMERCIAL
BUILDING

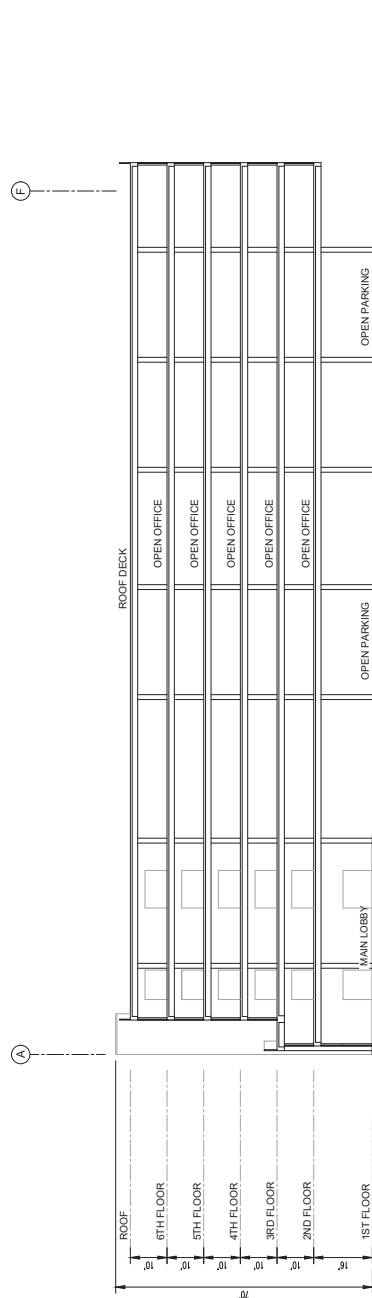
800 WALNUT STREET
SAN BRUNO, CA. 94066

SHEET TITLE:
A7
SECTIONS

DRAWN _____
 AS _____
 CHECKED _____
 AS _____
 DATE _____
 02.17.2018
 SCALE _____
 AS SHOWN
 JOB # _____



SECTION
SCALE : 1/16" = 1'-0"



SECTION
A SCALE: 1/16" = 1'-0"

EXHIBIT C-4



THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART OF THEREOF SHALL BE COPIED OR DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. ANY UNLAWFUL REPRODUCTION OR UNLAWFUL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE.

[illegible]

PROJECT TITLE:

COMMERCIAL
BUILDING

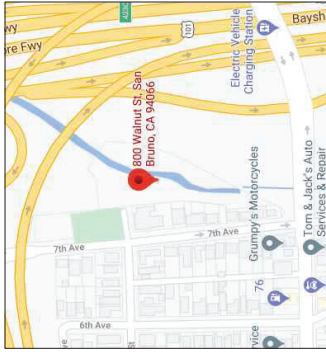
800 WALNUT STREET
SAN BRUNO, CA. 94066

SHEET TOTAL

A1

SITE PLAN

DRAWN _____
 AS _____
 CHECKED _____
 AS _____
 DATE _____
 02-17-2018
 SCALE _____
 AS SHOWN
 JOB # _____
 -



SCALE : N.T.S.

PROJECT DATA:

ZONING: M-1 (LIGHT INDUSTRIAL)	
OCCUPANCY: S2 (OPEN PARKING)	
TYPE OF CONSTRUCTION: TYPE I	
NUMBER OF STORIES: 2	
BUILDING HEIGHT ALLOWED: 75'-0" MAX.	
BUILDING HEIGHT PROPOSED: 25'-0"	
<hr/>	
SPRINKLERED: YES	

LOT AREA: 96,441 SF
PROPOSED FLOOR AREA: 268,050 SF
FLOOR AREA BREAKDOWN:
1ST FLOOR = 3,335 SF
2ND FLOOR = 41,994 SF
45,329 SF

SCOPE OF WORK:

SCOPE OF WORK INCLUDE THE CONSTRUCTION OF A NEW OFFICE BUILDING CORE AND SHELL AS WELL AS SITE IMPROVEMENTS SUCH AS PARKING SPACES.

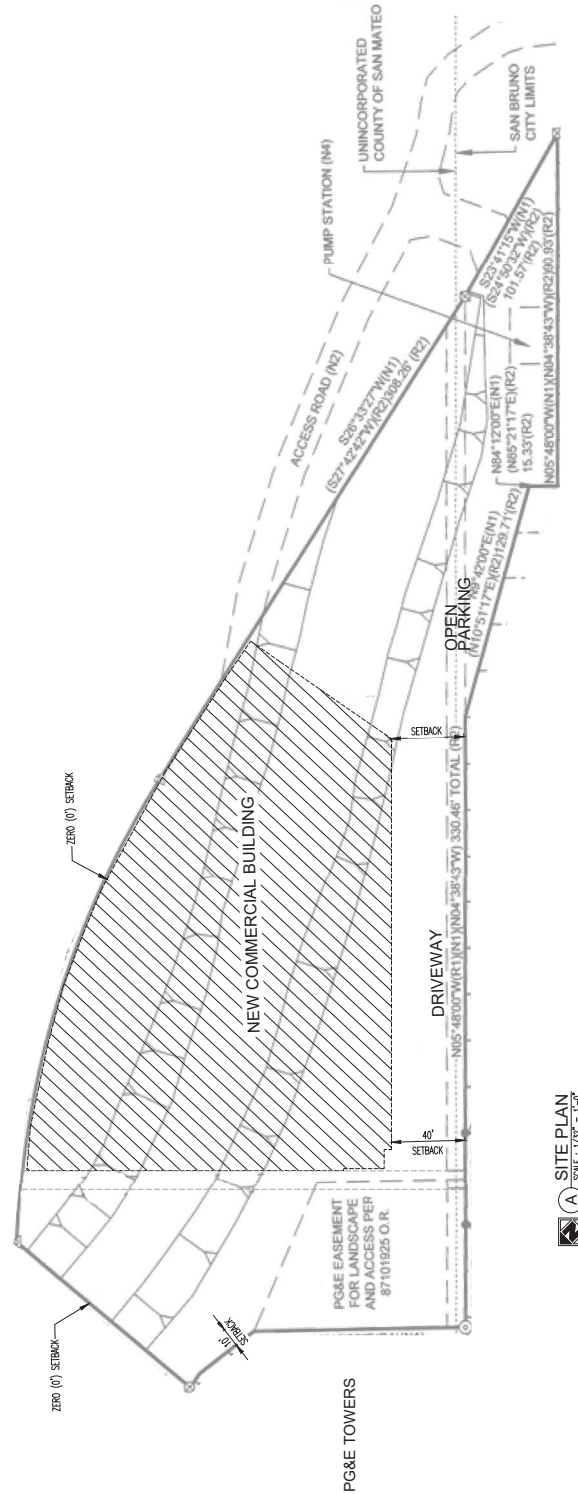
SHEET INDEX:

- | | |
|----|----------------|
| A1 | SITE PLAN |
| A2 | 1ST FLOOR PLAN |
| A3 | 2ND FLOOR PLAN |
| A4 | ELEVATIONS |
| A5 | SECTIONS |

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

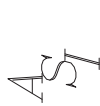
ALL OTHER STATE AND LOCAL ORDINANCES
AND REGULATIONS INCLUDING CURRENT MUNICIPAL
CODE.



 SITE PLAN
SCALE: 1/8" = 1'-0"

FLOOR AREA:

SPACE DESIGNATION	AREA
MAIN LOBBY	2041 SF
RESTROOMS	408 SF
STAIR #1	386 SF
STAIR #2	272 SF
JANITOR	60 SF
MACHINE ROOM	168 SF
TOTAL	3,335 SF



CONSULTING ENGINEERS
 405 S. 10th Ave. Suite 7
 San Bruno, CA 94066
 Email: info@asi-engineers.com

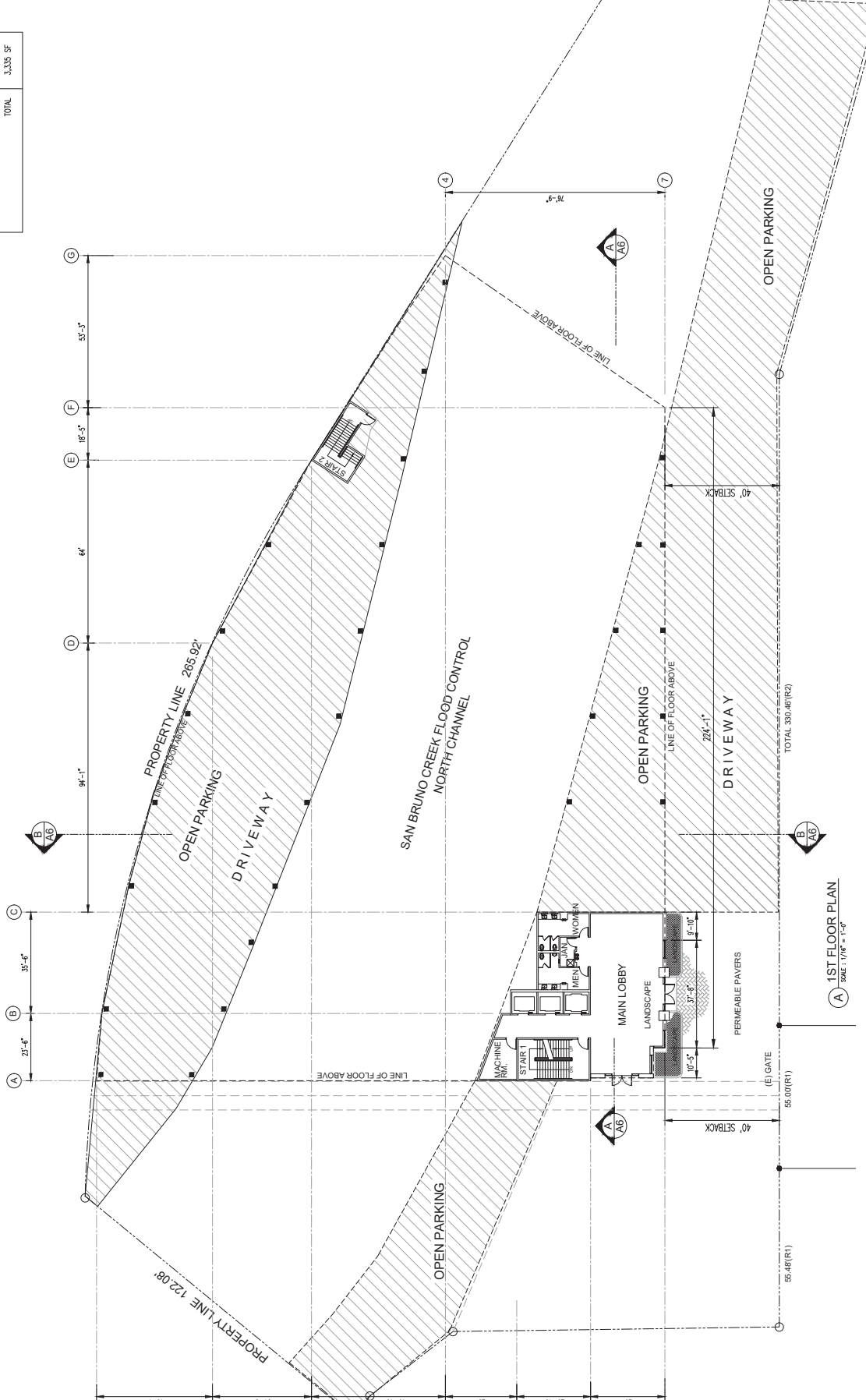
THE OWNER, ON THIS SHEET, SPECIFICALLY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED HEREON IS TRUE AND CORRECT AND THAT THE PROJECT SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	AS
DESIGN DEVELOPMENT	AS
09.29.2018	AS
DESIGN DEVELOPMENT	AS
12.03.2022	AS

PROJECT TITLE
COMMERCIAL BUILDING
 800 WALNUT STREET
 SAN BRUNO, CA 94066

SHEET TITLE
A2
 1ST FLOOR PLAN

DATE	09.01.2017
BY	AS
DATE	09.29.2018
BY	AS
DATE	12.03.2022
BY	AS





THE DRAWINGS ON THIS SHEET, SPECIFICATION, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL BE THE PROPERTY OF ASI CONSULTING ENGINEERS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT WITHOUT THE WRITTEN CONSENT OF ASI CONSULTING ENGINEERS. VISUAL CONTACT WITH THESE PLANS CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE.

[illegible]

COMMERCIAL BUILDING

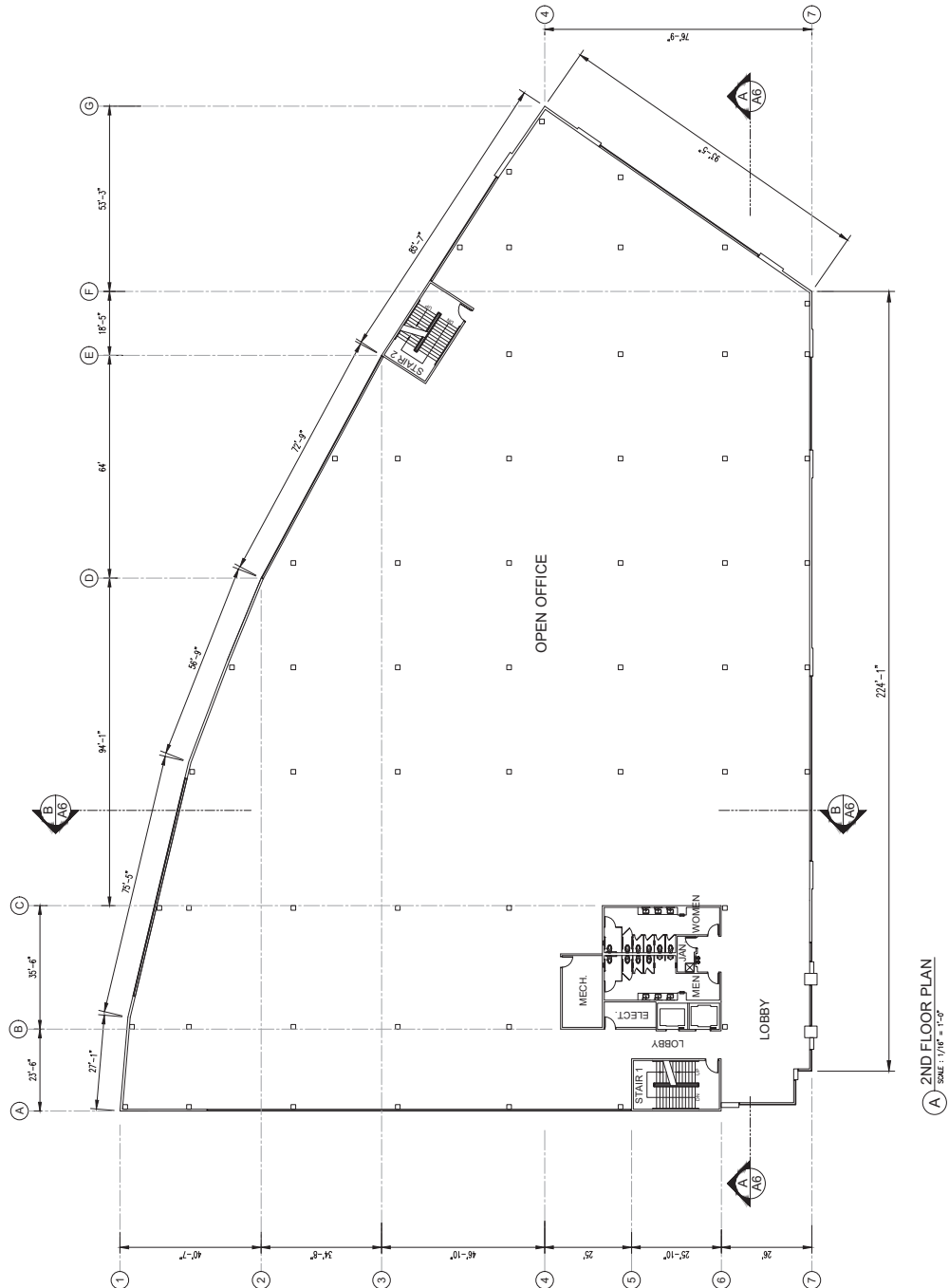
800 WALNUT STREET
SAN BRUNO, CA. 94066

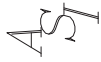
A3

2ND FLOOR PLAN

DRAWN	AS
CHECKED	AS
DATE	02-17-2018
SCALE	AS SHOWN
JOB #	—

FLOOR AREA:		AREA
SPACE DESIGNATION		
OPEN OFFICE & LOBBIES		40,104 SF
RESTROOMS		815 SF
STAIR #1		385 SF
STAIR #2		385 SF
JANITOR		60 SF
ELECTRICAL/MECHANICAL		380 SF
TOTAL		41,994 SF





CONSULTING ENGINEERS
AS E. INC. AND AS. INC.
3000 WILSON AVENUE, SUITE 200
SAN BRUNO, CA 94066
TEL: 650.331.1174
WWW.ASIENGINEERS.COM

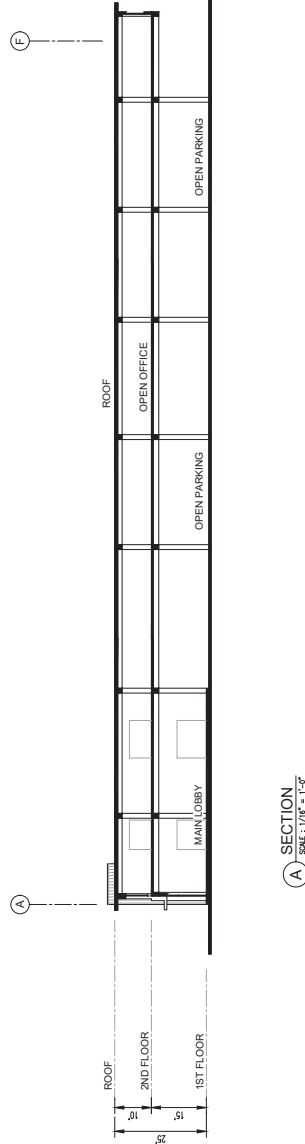
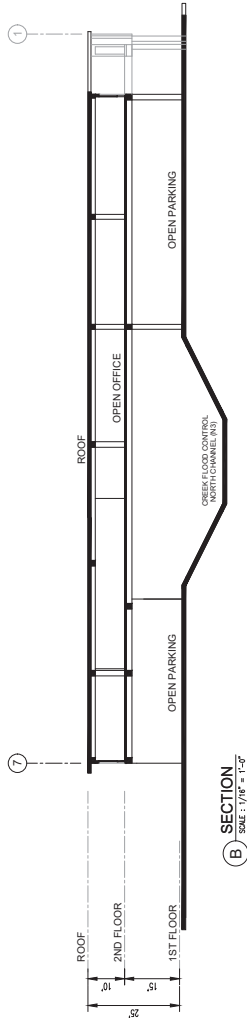
THE OWNER, ON THIS SHEET, SPECIFICALLY
REPRESENTS AND WARRANTS THAT THE
REQUIREMENTS AND CONDITIONS OF THE
PROJECT OF THE BUILDING, INCLUDING THE
REQUIREMENTS OF THE CITY OF SAN BRUNO
AND THE COUNTY OF SAN MATEO, HAVE BEEN
FULLY AND CORRECTLY REFLECTED IN THE
DRAWINGS AND SPECIFICATIONS. THE OWNER
WILL BE RESPONSIBLE FOR ANY CHANGES
OR OMISSIONS THAT MAY BE REQUIRED DURING
CONSTRUCTION OR IN ACCORDANCE WITH
LOCAL ORDINANCES OR REGULATIONS.

REVISIONS	BY
PRELIM SKETCH	AS
09.01.2017	
DESIGN DEVELOPMENT	AS
09.27.2018	
DESIGN DEVELOPMENT	AS
12.03.2022	

PROJECT TITLE
**COMMERCIAL
BUILDING**
800 WALNUT STREET
SAN BRUNO, CA 94066

SHEET TITLE
A5
SECTIONS

DATE	03.17.2018
DESIGNED BY	AS
CHECKED BY	AS
APPROVED BY	AS
DATE	03.17.2018



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JOHN C. BEIERS, COUNTY COUNSEL
By: Brian J. Wong, Deputy
400 County Center - Sixth Floor
Redwood City, CA 94063-1662

[via County mail CCO111]

2015-010528

County
11:03 am 02/05/15 JU Fee: NO FEE
Count of Pages 10
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



Pursuant to Government Code § 27383, a state or political subdivision is exempt from a recording fee.

STATEMENT OF DECISION AND JUDGMENT

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

FILED
SAN MATEO COUNTY

MAY - 7 2014

Clerk of the Superior Court

DEPUTY CLERK

KOMIR, INC.,

Plaintiff,

vs.

COUNTY OF SAN MATEO, SAN MATEO
COUNTY FLOOD CONTROL DISTRICT, and
DOES 1 to 50,

Defendants.

Case No. CIV 494192

**[PROPOSED] STATEMENT OF DECISION
AND JUDGMENT**

I. INTRODUCTION

Plaintiff Komir, Inc.'s (the "Plaintiff") Second Amended Complaint (the "Complaint") seeks damages for trespass and nuisance in connection with the presence, operation and maintenance of a pump station operated by the San Mateo County Flood Control District (the "Flood Control District"), maintained, in part, by the County of San Mateo (the "County") (along with the Flood Control District, collectively referenced as "Defendants") and the City of San Bruno on behalf of the Flood Control District, and located on real property owned by Plaintiff corporation at 800 Walnut Street, San Bruno, California. This matter was heard before this Court on April 11, 12, 13 and 16, 2012.

Pursuant to both the First Cause of Action for Trespass and the Second Cause of Action for Nuisance, Plaintiff seeks money damages and injunctive relief with the presence, operation and maintenance of the pump station.

II. DISCUSSION

A. Applicable Statutes of Limitations Bar Plaintiff's Trespass and Nuisance Claims as They Relate to the Presence of Pump Station on the Property.

In order to maintain its trespass and nuisance claims against the Defendants, Plaintiff must establish that his claims are timely in light of applicable statutes of limitation. For permanent structures, the applicable statute of limitations for either a trespass or a nuisance action is three years. With respect to the pump station in question, the Court considers first whether it is permanent or temporary, and if

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[PROPOSED] STATEMENT OF DECISION AND JUDGMENT

1 permanent, whether it has been present on Plaintiff's property longer than the requisite three years.

2 Where there is a permanent trespass to land, the statute of limitations as to the entire cause of
3 action begins to run upon creation of the trespass. *Bertram v. Orlando*, 102 Cal. App. 2d 506, 507-8
4 (1951). "[T]he encroachment of a building obviously intended to be permanent upon the soil of another
5 is permanent trespass and ... the cause of action based thereon is barred by Code Civ. Proc., sec. 338,
6 Subd.2, in three years." *Id.*, 102 Cal. App. 2d at 509. The court in *Bertram* discusses permanent
7 trespass:

8 Where a trespass consists of a physical entry upon the lands of another and
9 taking possession thereof under such circumstances as to indicate an
10 intention that the trespass shall be permanent, the law may regard the
11 wrong done in such case as complete at the time of the entry, and allow
12 recovering in a single action of all damages resulting there from, including
prospective as well as past damages. This is particularly true where the
entry and taking possession are for a public use.... In such a case the
statute of limitations runs from the time of the original entry. *Id.* at 507-
508.

13 The encroachment of a building intended to be permanent is a permanent trespass, and an action
14 for damages must be commenced within three years of the when the building was built. *Id.*; Cal. Civ.
15 Proc. Code § 338(b).

16 Similarly, if a nuisance is permanent, a plaintiff must bring a single action for past, present and
17 future damage within three years after the creation of the nuisance. *Shamsian v. Atlantic Richfield Co.*,
18 107 Cal. App. 4th 967, 979 (2003). A nuisance may either be permanent or continuing, and
19 distinguishing between the two types of nuisance requires an analysis of whether the offensive condition
20 can be discontinued or abated at any time. If the offensive condition can be discontinued or abated at any
21 time, the nuisance is considered a continuing nuisance. In contrast, a permanent nuisance is one where a
22 single occurrence causes permanent injury. *Id.* Notably, as the Supreme Court noted in *Spaulding v.*
23 *Cameron*, 38 Cal.2d 265, 267 (1952), "[t]he clearest case of a permanent nuisance or trespass is the one
24 where the offending structure or condition is maintained as a necessary part of the operations of a public
25 utility."

26 Defendants have introduced evidence regarding the pump station demonstrating that it is a
27 permanent structure. Ann Stillman testified that the pump station is a solid building made of reinforced
28 concrete masonry that was intended to be permanent. (Exhibits G-J.) She also testified that there is a 12-

1 foot wet well beneath the structure made of reinforced concrete, and a network of pipes, pumps and other
 2 machinery inside the building. Ms. Stillman also explained that moving the structure would not be
 3 possible and that relocation would require demolition of the building and reconstruction at another site.
 4 She also described the costs associated with such relocation, with demolition costing in excess of
 5 \$100,000 and reconstruction costing in excess of \$4,000,000. Further, her undisputed testimony was that
 6 the pump station is a necessary part of the Flood Control District's operations. Plaintiff offered
 7 testimony from Amir Shahmirza that the pump station could be removed for \$5,000. Mr. Shahmirza's
 8 testimony was not credible. He admitted that he had never been inside the pump station, that he had no
 9 expertise or experience in pumping mechanics or hydrology, and that he did not know any details
 10 regarding the purpose or function of the pump station. The pump station is a solid structure, intended to
 11 be permanent, which is serving an important public function and could not be removed short of
 12 destruction. The pump station building is neither a temporary structure, nor can it be "abated" for a
 13 reasonable cost or by reasonable means. The bare fact that the pump station is theoretically removable
 14 (through destruction) does not require that it be considered a continuous, as opposed to permanent,
 15 trespass or nuisance. In *Mangini v. Aerojet General Corporation*, the Supreme Court held that solid
 16 structures such as the pump station building should be treated as permanent for purposes to statute of
 17 limitations consideration:

18 [I]n a strictly literal sense even a nuisance represented by an encroaching
 19 building or an underlying public utility pipeline might be discontinued or
 20 abated, 'at any time,' by tearing down the building or digging up the
 21 pipeline. **But as *Spaulding* makes clear, it was for just such situations
 22 that the concept of permanent nuisance, as an exception to the
 preexisting rule that all nuisances should be treated as abatable and
 thus continuing, was developed. (Emphasis added) 12 Cal. 4th 1087,
 1100 (1996.)**

23 In light of the evidence, the Court finds that the pump station is a permanent structure for
 24 purposes of considering the applicable three-year statutes of limitation for trespass and nuisance.

25 There is no dispute that Plaintiff has owned the property containing the pump station since 2000
 26 and has been aware of the pump station's presence for at least that long. Plaintiff introduced evidence
 27 regarding the transaction in which it obtained the property from the prior owner, and a request to request
 28 approval of the vacant lot to store recreational vehicles in December 1999, and the evidence included a

1 site map of the property which showed the pump station in its present location. Further, Defendants
2 introduced evidence indicating that the pump station has been on the property since at least 1969 and
3 Defendants' witness Ann Stillman testified that the pump station existed on the property when she began
4 her employment with the County in 1987, which was corroborated by San Bruno Public Works employee
5 Dennis Bosch, who recalled seeing the pump station in approximately 1992. In light of this evidence, it
6 is clear that the pump station has been present on Plaintiff's property far longer than the three year statute
7 of limitations that applies to trespass and nuisance claims.

8 Based on the foregoing evidence, Plaintiff's First and Second Causes of Action are barred with
9 respect to the presence of the pump station on the Plaintiff's property located at 800 Walnut Ave., San
10 Bruno, CA.

11 **B. With Respect to Entry Onto the Property, Defendants Have Obtained a Prescriptive**
12 **Easement That Is a Complete Defense to Both Causes of Action.**

13 While the Second Amended Complaint does not appear to allege facts related to Defendants'
14 entry onto the property for monitoring and maintenance of the pump station as a basis for trespass and
15 nuisance claims, the Second Amended Complaint does make general references to maintenance and
16 operation of the pump station without consent. Based on the evidence presented at trial, Defendants'
17 entry on to the property is not actionable because the District has obtained a prescriptive easement.

18 The elements necessary to establish a prescriptive easement are: (1) open and notorious use or
19 possession that is, (2) continuous and uninterrupted, (3) hostile to the true owner, and (4) under a claim
20 of right. *Taormino v. Denny*, 1 Cal. 3d 679, 716 (1970). Such use for a five-year period confers a title
21 by prescription. *Id.* The evidence supports a conclusion that the District obtained an easement through
22 Plaintiff's property by prescription.

23 First, the use of Plaintiff's property has been open and notorious. Defendants presented evidence
24 that personnel entering Plaintiff's property on the District's behalf have made no attempt to hide their
25 activity at any point since 1969 when the District's obligations regarding the pump station arose.
26 Defendants' evidence also established that when entering the property, these personnel utilize the same
27 two entrances (one located on the northern portion of the property and the other located at the south end
28 of the property) to the property and travel the same route between the entrance utilized and the pump

1 station. In addition, Defendants introduced evidence regarding the District's regular use of space in the
2 immediate vicinity of the pump station to accommodate vehicles and equipment necessary to complete
3 maintenance. Further evidencing the open nature of the entry, Plaintiff admitted that it has been aware of
4 Defendants' entry on the property during Plaintiff's time of ownership and that entry has been through
5 both the northern and the southern entrances. There was no evidence that Defendants have strayed from
6 the routes used to access the pump station or have otherwise lingered unnecessarily on the property.

7 Second, Defendants' entrance on the property has been continuous and uninterrupted since the
8 time the District took responsibility for the pump station in or about 1969. Defendants' presented
9 evidence indicating that personnel acting on behalf of the District enter the property to either monitor or
10 maintain the pump station at least monthly, and more often if necessary. Defendants' evidence also
11 showed that this level and type of activity has continued uninterrupted since the District took control of
12 the pump station in or about 1969. Plaintiff offered no evidence to the contrary.

13 Third, the use was hostile to Plaintiff's ownership interest and under a claim of right. A claim of
14 right "simply means that the property was used without permission of the owner of the land."
15 *Felgenhauer v. Soni*, 121 Cal. App. 4th 445, 450 (2004). Defendants offered un rebutted evidence that
16 while the District (as well as those acting on its behalf) were entering the property prior to Plaintiff's
17 time of ownership, the District never obtained permission to do so from the prior property owner who
18 sold the property to the Plaintiff. The District entered the property without permission from the prior
19 property owner. According to the testimony of Ann Stillman, this prior owner owned the property from
20 at least as early as 1987 through Plaintiff's purchase of the property in 2000. Plaintiff claims that
21 Defendants' acts have injured its rights with respect to the property (*see* Complaint, generally), but
22 offered testimony that Plaintiff gave the District permission to enter the property to operate and maintain
23 the pump station. Even if the District had not already entered the property without permission for more
24 than five years prior to Plaintiff's ownership of the property, the evidence relating to purported
25 permission granted by Plaintiff since Plaintiff obtained the property in 2000 is extremely limited, was not
26 credible and would be insufficient to establish that Plaintiff had in fact granted the District permission to
27 enter the property.

28 Finally, Defendants' use has more than met the five-year period requirement. The entry onto the

1 property to access the pump station has been going on since 1969. Plaintiff filed his government claim in
2 2009 and filed this action in 2010. Given the time period the District entered the property without
3 permission while the property was owned by the previous private party owners, the District obtained its
4 prescriptive easement before Plaintiff purchased the property.

5 Based on the foregoing evidence, the Court finds that the District has obtained a prescriptive
6 easement to utilize both the north and south access routes to the pump station as well as the area
7 surrounding the pump station. The easement area and the north and south access routes are generally
8 depicted in Exhibit A, attached hereto. Personnel enter the property only on behalf of the District's right
9 to maintain the pump station and building, and personnel do not enter onto the lot for unrelated purposes,
10 nor do they go outside the area needed to enter or to maintain the pumping station pursuant to the
11 prescriptive easement. The District has met the requirements to establish a prescriptive easement that
12 allows personnel acting on its behalf, including County personnel, to enter and pass through Plaintiff's
13 property in connection with monitoring and maintaining the pump station. The prescriptive easement
14 forecloses Plaintiff's trespass and nuisance claims as the District and its maintenance personnel are
15 entitled to enter the property and access the pump station for monitoring and maintenance purposes. As a
16 result, Plaintiff's First and Second Causes of Action are barred as to Defendants' entry onto the property
17 for operating and maintaining the pump station.

18 **C. The 2009 Fence Installation On the Northern and Eastern Sides of the Pump Station**
19 **Is An Unlawful Expansion of the District's Easement.**

20 The Flood Control District introduced evidence of two lengths of chain link fence installed in
21 September 2009 on the northern and eastern sides of the pump station. These two lengths of fence are
22 approximately two feet away from the exterior wall of the pump station and, with existing fencing on the
23 western and southern sides of the pump station, enclose a space about two feet away from the pump
24 station on all sides.

25 The Court finds that the fence is an unlawful expansion of the District's Easement rights and that
26 said fence encloses 100 square feet of Plaintiff's property. The Court further finds that the damages for
27 the loss of use of this small strip of land enclosed by the fence to be \$25.00 per month, with this payment
28 calculation applying to the time period from when the fence was installed (September 2009) until such

1 time the fence is removed. This monthly payment amount is calculated by taking the 100 square feet
2 enclosed by the fence and multiplying it by the \$0.25 per square foot value testified to by Plaintiff's
3 president, Amir Shahmirza.

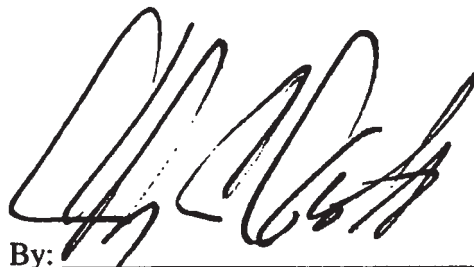
4 **III. CONCLUSION**

5 Based on the foregoing, this Court enters judgment consistent with the findings set forth above
6 and finds that there is no prevailing party. Each side is directed to pay, and be responsible for, their own
7 expenses, fees and costs.

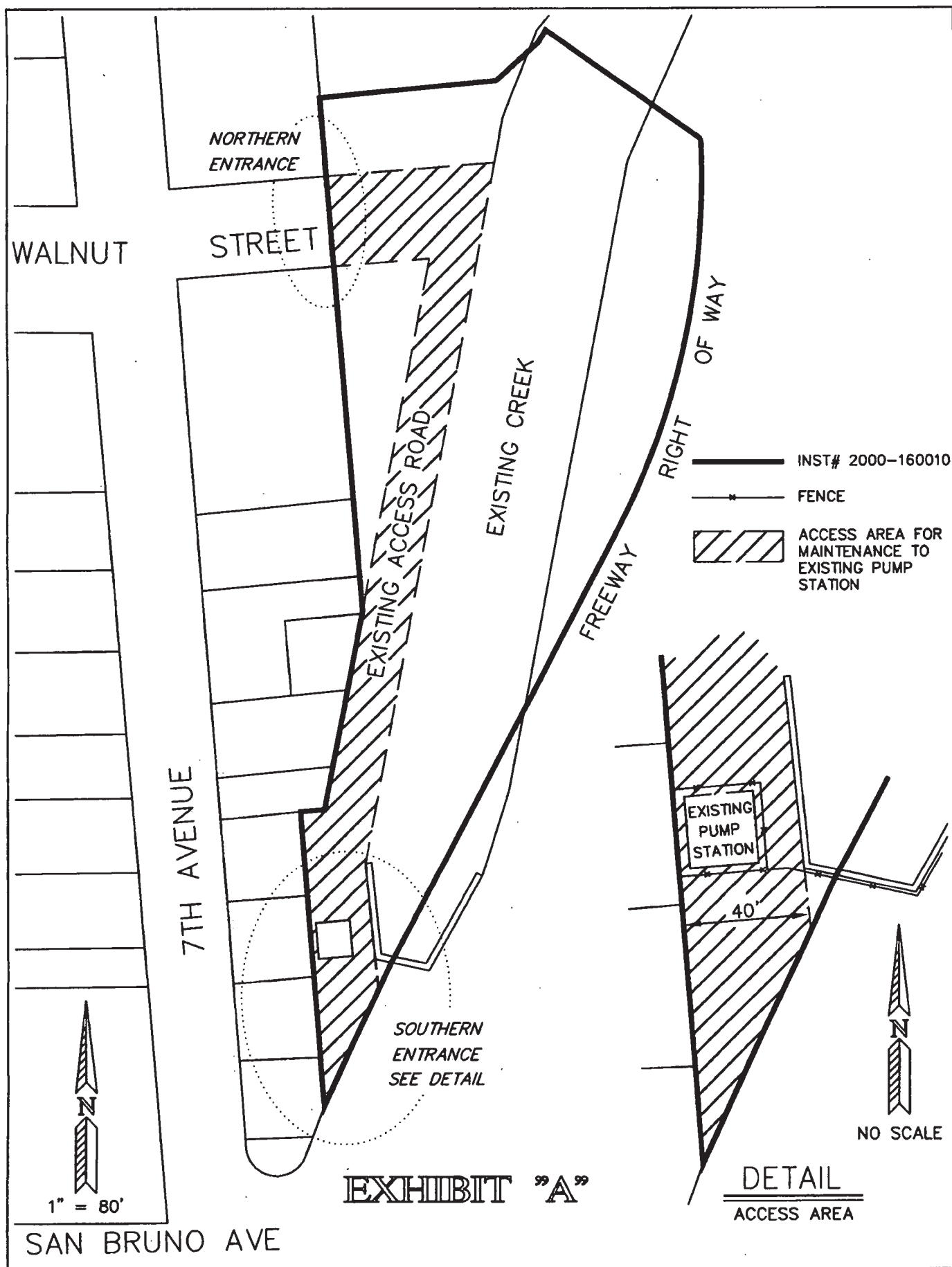
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9 Dated: _____

May 6, 2014

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11 By: _____



12 **JOSEPH C. SCOTT**
13 **JUDGE OF THE SUPERIOR COURT**
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STATE OF CALIFORNIA } SS.
COUNTY OF SAN MATEO }

I, John C. Fitton, the Clerk of the Superior Court of the above entitled County, do hereby certify that the foregoing is a full, true and correct copy of the original on file in my office, and that I have carefully compared same with the original.

Witness my hand and seal of said Superior Court

This 5th day of February 2015
Clerk of the Superior Court of California, County of San Mateo

By Alanna Hayman
Deputy Clerk